

AGREEMENT NO. 28-69

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
WELLS FARGO BANK, N. A., EXECUTOR of the ESTATE of T. JACKSON STEPHENS
WELLS FARGO BANK
P. O. Box 970
San Jose, California 95108
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 11 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the creation and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

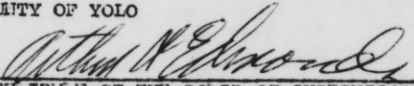
NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

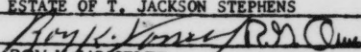
BY


CHAIRMAN OF THE BOARD OF SUPERVISORS

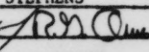
(SEAL)

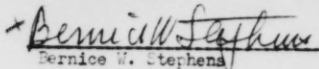
OWNER(S)

WELLS FARGO BANK, N. A., EXECUTOR of the
ESTATE OF T. JACKSON STEPHENS


ROY K. VOSSLER

ASSISTANT VICE PRESIDENT
AND TRUST OFFICER


RONALD G. OMAN
TRUST OFFICER
WELLS FARGO BANK, N.A.


Bernice W. Stephens

STATE OF CALIFORNIA.)

COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

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Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodriguez
DEPUTY

STATE OF CALIFORNIA

County of Sacramento) ss.

On this 14th day of July, in the year one thousand nine hundred and Seventy Seven

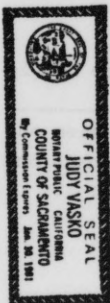
before me, the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared Roy K. Vasseler and Ronald G. Oman

known to me to be the A.V.P. and Trust Officer and Trust Officer of the corporation described in and that executed the within instruments, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

Judy Vasko Notary Public in and for said County and State

My Commission Expires Jan 30, 1981



STATE OF CALIFORNIA.

County of Santa Clara) ss.

On this 3rd day of August, in the year one thousand nine hundred and seventy-seven

before me, Cynthia R. Faulstich

a Notary Public in and for the County of

Santa Clara, State of California, residing therein,

duly commissioned and sworn, personally appeared Bernice W. Stephens

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

Cynthia R. Faulstich
Notary Public in and for the County of Santa Clara State of California.

My Commission Expires 10/23/79



COMBINATION GUARANTEE

71 1751

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74118

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

T. JACKSON STEPHENS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

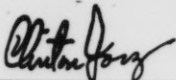
LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 7, 1977 @ 8:00 A.M.

, in the County of YOLO,

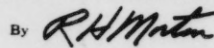
Countersigned:



Vice President

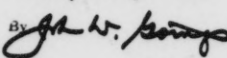
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-11

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74118

Effective Date: July 7, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
 County subsequent to **March 1, 1977**, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

T. JACKSON STEPHENS

The following described real property was assessed or acquired in the above name(s) and has
 not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo,
 described as follows:

BEGINNING at the Southeast corner of Lot 13 of Bonyng Tract, filed November 22, 1888, Book 1 of Maps, Page 8, Yolo County Records; said point being the North line of State Highway No. 16 as shown on Record of Survey filed May 16, 1960, Book 8 of Maps and Surveys, Page 91; thence from said point of beginning along a division fence line North 10° 13' 30" East 9600.6 feet to the center line of Cache Creek as defined by agreement recorded in Book X of Deeds, Page 511; thence along said center line South 73° 02' 52" East 1838.90 feet; thence continuing along said center line, South 81° 32' 52" East, 682.56 feet to the West line of the Paul Stephens property as established by that certain Record of Survey filed in Book 4 of Maps and Surveys, Page 52; thence South 11° 50' West along said West line of the Paul Stephens property, 8808.40 feet; thence continuing along said line, South 10° 10' 48" East 600.00 feet to the North line of said State Highway No. 16; thence along said North line, North 79° 48' 52" West, 2261.75 feet to the point of beginning.

EXCEPTING THEREFROM the following:

- (a) So much of said property that lies South and Southwesterly of the Northerly and Northeasterly line of the right of way of the Southern Pacific Railroad Company running from Capay to Madison.
- (b) An undivided 1/2 interest in the well, well site, water and pumping plant equipment now located near the Northwest corner of the herein above described property.

DESCRIPTION (continued)

- (c) Parcel "A" as shown on Record of Survey of a Portion of Rancho Canada de Capay, filed May 16, 1960, Book 8 of Maps and Surveys, Page 91, Yolo County Records, described as Beginning at a point on the East line of Lot 1 of the Bonyng Tract, as shown in Book 1 of Maps, Page 8, that is distant North $10^{\circ} 13' 30''$ East 386.50 feet from an axle shown on that certain Record of Survey for Matt Barr, filed April 18, 1952, Book 7 of Maps and Surveys, Page 19; thence from said point of beginning along said East line of said Lot 1, North $10^{\circ} 13' 30''$ East 930.40 feet to the center line of Cache Creek, as said centerline was established by agreement recorded in Book X of Deeds, Page 511; thence along said center line of Cache Creek South $73^{\circ} 02' 52''$ East 1838.90 feet and South $81^{\circ} 32' 52''$ East 682.56 feet to the West line of the Paul Stephens property as established by that certain Record of Survey filed in Book 4 of Maps and Surveys, Page 52; thence South $11^{\circ} 50'$ West along said West line of Paul Stephens's property 1260.59 feet; thence North $86^{\circ} 24'$ West, 960.00 feet; thence North $58^{\circ} 43'$ West 885.00 feet; thence North $55^{\circ} 13' 50''$ West 762.56 feet to the point of beginning.

- (d) Parcel "A" as shown on that certain Record of Survey filed October 13, 1961, Book 9 of Maps and Surveys, Page 5, Yolo County Records, and being more particularly described as follows:

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BEGINNING at an iron pipe monument with a 2" head stamped R.E. 6733 set in the Northeasterly line of the Southern Pacific Railroad Company property that is situate South $28^{\circ} 07' 10''$ East 655.38 feet from an iron pipe monument set in concrete marking the point of intersection of Railroad Co. property line with the Easterly line of the Bonyng Tract, said point of intersection also being the most Southerly corner of Lot 11 of said Bonyng Tract, as same appears of record on the map thereof, filed in Book 1 of Maps, Page 8, and extending thence along said line of Southerly Pacific Railroad Co. property, South $28^{\circ} 14' 30''$ East 288.34 feet to a point opposite engineers station 128+27.9, said station also being identified as the end of curve; thence Southeasterly along said Northeasterly line of said Railroad Co. property along curve to the left, parallel with and 50 feet distant therefrom the centerline of the existing railroad track a distance of 1250 feet, more or less, to a point opposite engineers station 115+26.2, which is also identified as beginning of curve taper 1 (B.C.T.1); thence continuing along said Railroad Co. property line, South $79^{\circ} 48' 52''$ East 381.35 feet to an iron pipe monument stamped R.E. 6733; thence leaving said Railroad Company property line and following the approximate tow of an existing levee embankment, North $35^{\circ} 55'$ East 489.55 feet to an iron pipe monument stamped R.E. 6733 in the East line of T. J. Stephens property as shown on Record of Survey filed in Book 8 of Maps and Surveys, Page 91; thence along said East property line, North $10^{\circ} 10' 48''$ East 59.00 feet to an iron pipe monument with a 2 inch head stamped L.S. 2355; thence continuing along said East property line of T.J. Stephens, North $11^{\circ} 50'$ East 248.05 feet to an iron pipe monument with a 2 inch head stamped R.E. 6733; thence North $79^{\circ} 48' 52''$ West 1860.78 feet to the point of beginning.

- (e) Parcel "B" as shown on that certain Record of Survey filed October 13, 1961, Book 9 of Maps and Surveys, Page 5, Yolo County Records.

NOTE: This Guarantee is limited to the above described property. The 1977-78 Yolo County Assessor's Roll designates the above described property as Assessment Parcel No. 49-130-05, Code Area 63-017.

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between
TOOBY FARMS, a California Limited Partnership
2500 E. Foothill Blvd. # 508
Pasadena, CA 91107

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 51 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978, and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

TOOBY FARMS, A California Limited Partnership

By:

George Tooby
George Tooby

General Partner

STATE OF CALIFORNIA.)

COUNTY OF YOLO

} ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

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Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Paul and Rodgers
DEPUTY

TO 442 C
(Partnership)

TI

STATE OF CALIFORNIA

COUNTY OF Los Angeles

} ss.

On June 10, 1977

before me, the undersigned, a Notary Public in and for said State, personally appeared

George Tooby, General Partner

known to me

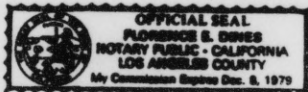
to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature Florence E. Dines

Florence E. Dines

Name (Typed or Printed)



(This area for official notarial seal)

LAURENCE P. HENIGAN, COUNTY CLERK

Exhibit A

PARCEL 1:

BEGINNING at a corner fence post which marks the Southwest corner of Section 12, Township 10 North, Range 2 East, M.D.B.&M., and running thence North 87° 13' East, a distance of 5318.77 feet along the South boundary line of said Section 12, and to the Southeast corner thereof; thence North 00° 05.5' East along a line of 1.5 by 4 foot boiler tubes which mark the East boundary line of Section 12, a distance of 2652.6 feet to the Southeast corner of Lot A, HENNIGAN RANCH, being a portion of Section 12, Township 10 North, Range 2 East, M.D.B.&M., lying North of the center line of Cache Creek, filed in Book 4 of Maps and Surveys, Page 48, Yolo County Records; thence following up and along the center line of Cache Creek as it is delineated and so designated on said map, North 89° 24' West 1621.2 feet; thence South 71° 59.5' West, a distance of 2854.0 feet; thence North 81° 31' West, a distance of 1155.7 feet to a point on the West boundary line of said Section 12; thence leaving the center line of Cache Creek and running along the West boundary line South 04° 09' East, a distance of 2223.43 feet to the point of beginning, being a part of Section 12, Township 10 North, Range 2 East, M.D.B.&M.

PARCEL 2:

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Tract C of HENNIGAN RANCH, being a portion of Section 12, Township 10 North, Range 2 East, M.D.B.&M., lying North of Cache Creek, filed October 28, 1919, Book 4 of Maps and Surveys, Page 48, Yolo County Records.

PARCEL 3:

Tract A of HENNIGAN RANCH, being a portion of Section 12, Township 10 North, Range 2 East, M.D.B.&M., lying North of Cache Creek, filed October 28, 1919, Book 4 of Maps and Surveys, Page 48, Yolo County Records.

SAVING AND EXCEPTING THEREFROM the East 30 feet, as conveyed by Charles Robinson and Alma Robinson to Norman P. Ellis, by deed recorded April 12, 1934, Book 54, Page 374, Yolo County Records.

PARCEL 4:

The East 11.15 acres of Tract D of HENNIGAN RANCH, being a portion of Section 12, Township 10 North, Range 2 East, M.D.B.&M., lying North of Cache Creek, filed October 28, 1919, Book 4 of Maps and Surveys, Page 48, Yolo County Records.

PARCEL 5:

The South 35 acres of Block of Tract B of HENNIGAN RANCH, being a portion of Section 12, Township 10 North, Range 2 East, M.D.B.&M., lying North of Cache Creek, filed October 28, 1919, Book 4 of Maps and Surveys, Page 48, Yolo County Records.

EXCEPTING THEREFROM an undivided 50 percent of all oil, gas, minerals and other hydrocarbon substances, in and under Parcels 1, 2, 3, 4 and 5 above as reserved by Anderson Farms Company in deed recorded December 28, 1967, Book 1224, Page 571.

COMBINATION GUARANTEE

71 1129

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73859

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

TOOBY FARMS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1977 @ 8:00 A.M.

, in the County of YOLO,

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. Keady

Secretary

[Signature]
Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-51

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73859

Effective Date: May 24, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

TOOBY FARMS, a partnership

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo, described
as follows:

PARCEL 1:

BEGINNING at a corner fence post which marks the Southwest corner of Section 12, Township 10 North, Range 2 East, M.D.B.&M., and running thence North 87° 13' East, a distance of 5318.77 feet along the South boundary line of said Section 12, and to the Southeast corner thereof; thence North 00° 05.5' East along a line of 1.5 by 4 foot boiler tubes which mark the East boundary line of Section 12, a distance of 2652.6 feet to the Southeast corner of Lot A, HENNIGAN RANCH, being a portion of Section 12, Township 10 North, Range 2 East, M.D.B.&M., lying North of the center line of Cache Creek, filed in Book 4 of Maps and Surveys, Page 48, Yolo County Records; thence following up and along the center line of Cache Creek as it is delineated and so designated on said map, North 89° 24' West 1621.2 feet; thence South 71° 59.5' West, a distance of 2854.0 feet; thence North 81° 31' West, a distance of 1155.7 feet to a point on the West boundary line of said Section 12; thence leaving the center line of Cache Creek and running along the West boundary line South 04° 09' East, a distance of 2271.43 feet to the point of beginning, being a part of Section 12, Township 10 North, Range 2 East, M.D.B.&M.

PARCEL 2:

Tract C of HENNIGAN RANCH, being a portion of Section 12, Township 10 North, Range 2 East, M.D.B.&M., lying North of Cache Creek, filed October 28, 1919, Book 4 of Maps and Surveys, Page 48, Yolo County Records.

(CONTINUED)

DESCRIPTION (continued)

PARCEL 3:

Tract A of HENNIGAN RANCH, being a portion of Section 12, Township 10 North, Range 2 East, M.D.B.&M., lying North of Cache Creek, filed October 28, 1919, Book 4 of Maps and Surveys, Page 48, Yolo County Records.

SAVING AND EXCEPTING THEREFROM the East 30 feet, as conveyed by Charles Robinson and Alma Robinson to Norman P. Ellis, by deed recorded April 12, 1934, Book 54, Page 374, Yolo County Records.

PARCEL 4:

The East 11.15 acres of Tract D of HENNIGAN RANCH, being a portion of Section 12, Township 10 North, Range 2 East, M.D.B.&M., lying North of Cache Creek, filed October 28, 1919, Book 4 of Maps and Surveys, Page 48, Yolo County Records.

Micro FichedPARCEL 5:

The South 35 acres of Block of Tract B of HENNIGAN RANCH, being a portion of Section 12, Township 10 North, Range 2 East, M.D.B.&M., lying North of Cache Creek, filed October 28, 1919, Book 4 of Maps and Surveys, Page 48, Yolo County Records.

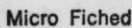
EXCEPTING THEREFROM an undivided 50 percent of all oil, gas, minerals and other hydrocarbon substances, in and under Parcels 1, 2, 3, 4 and 5 above, as reserved by Anderson Farms Company in deed recorded December 28, 1976, Book 1224, Page 571.

NOTE: This Guarantee is limited to the above described property.

The 1976-77 Yolo County Assessor's Roll designates the above described property as Assessment Parcels No. 27-220-12, 27-220-13, 27-020-53, 27-020-56, 27-020-59, 27-020-60, 27-020-54, 27-020-53, and 27-020-25.

61 66

1" 120



21

Assessor's Map Bk. 27 Pg.22
County of Yolo, Calif.

74/75

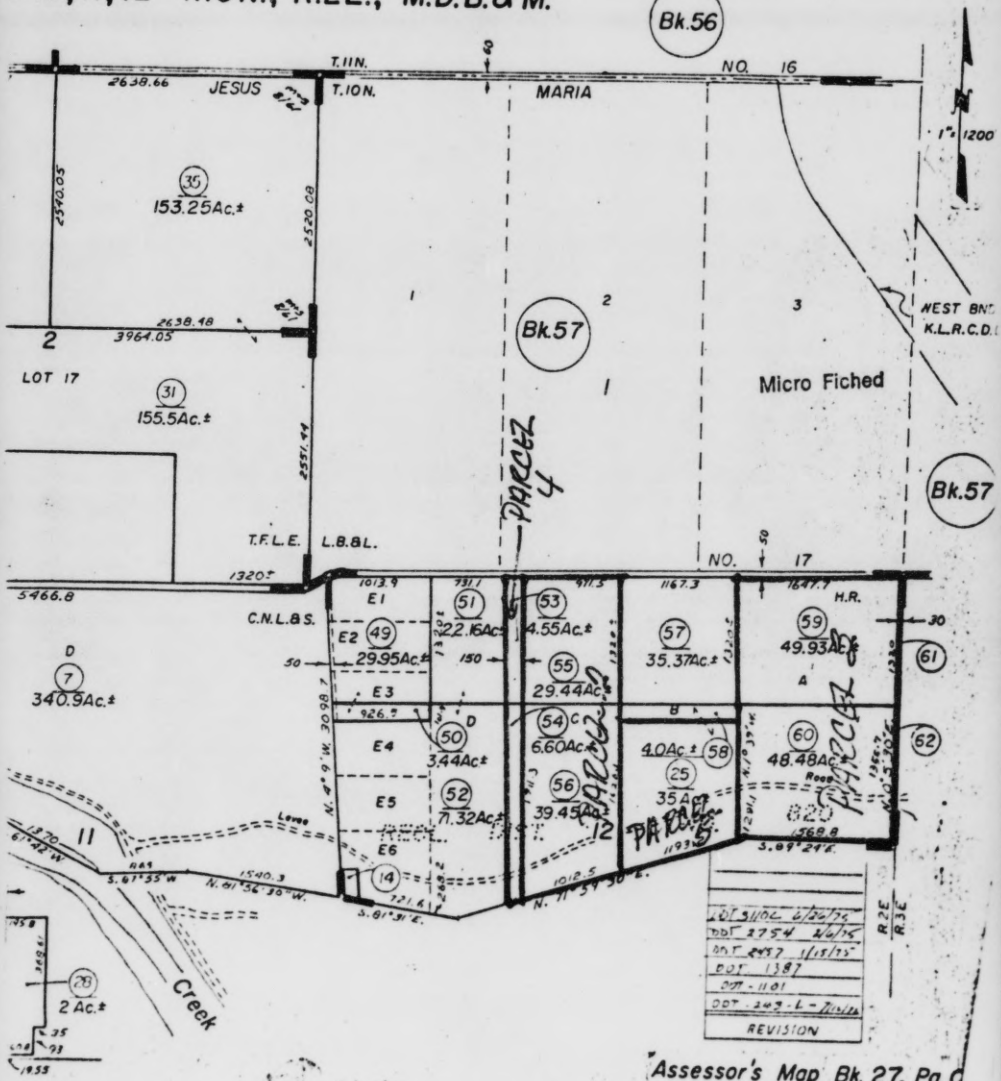
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

RIO JESUS MARIA

CAUTION - These maps ARE NOT to be used for legal descriptions.

27-C

2. 10, 11, 12 T. 10N., R. 2E., M.D.B. & M.



Assessor's Map Bk. 27, Pg. C
County of Yolo, Calif.

NOTE - Assessor's Block Number: Shown in Ellipses
Assessor's Parcel Number: Shown in Circles

2/77

AGREEMENT NO. 28-71

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between
Jack D. Noble, Helen B. Noble, J. Michael Noble, Peter M. Noble
P.O. Box 87, Pebble Beach, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 39 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

HOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY *William D. Chmard*
CHIEF OF THE BOARD OF SUPERVISORS

OWNER(S)

William D. Chmard
John A. Noble
John A. Noble - CH. NOBLE TRUST
John A. Noble
William D. Chmard

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1928, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro-fiche

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA,

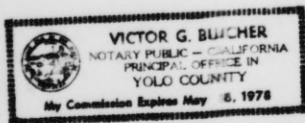
County of Monterey

On this 16th day of July
before me, Victor G. Bucher

SS.

in the year one thousand nine hundred and seventy seven
a Notary Public in and for the

County of Yolo State of California, residing therein,
duly commissioned and sworn, personally appeared Jack D. Noble and
Helen B. Noble-----



known to me to be the person whose name subscribed to the within instrument
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Monterey the day and year in this
certificate first above written.

Notary Public in and for the County of Yolo State of California.
My Commission Expires May 8, 1978

STATE OF WISCONSIN)

SS.

COUNTY OF MILWAUKEE)

On this 15th day of July, 1977, before me, the undersigned
Notary Public of the County of Milwaukee, personally appeared Mr.
Peter M. Noble, known to me to be the person, whose name is subscribed
to the present instrument and acknowledged to me that he executed the same.

Dated this 15th day of July, 1977

(Seal)

Use H. Cain, Notary Public

STATE OF CALIFORNIA,

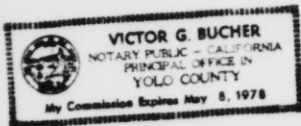
County of Contra Costa

On this 16th day of July
before me, Victor G. Bucher

SS.

in the year one thousand nine hundred and seventy seven
a Notary Public in and for the

County of Yolo State of California, residing therein,
duly commissioned and sworn, personally appeared J. Michael Noble-----



known to me to be the person whose name subscribed to the within instrument
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Contra Costa the day and year in this
certificate first above written.

Notary Public in and for the County of Yolo State of California.
My Commission Expires May 8, 1978

COMBINATION GUARANTEE

71 1520

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74115-CJ

Liability \$145.00

Fee \$ 45.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

Micro Fiched

JACK D. NOBLE, HELEN B. NOBLE, J. MICHAEL NOBLE,
PETER M. NOBLE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

P. M.

Dated as of August 25, 1977 at 3:40/, in the County of Yolo, State of California

Countersigned:

S. Mahl
Vice President

WESTERN TITLE INSURANCE COMPANY
By R. H. [Signature] President
By J. [Signature] Secretary
AUGUST 21, 1977
CALIFORNIA

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

4 "EXhibit A" Addition to A-P-39

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74115-CJ

Effective Date: August 25, 1977 at 3:40 P. M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of

County, California, and the indices of the County Recorder of said

County subsequent to

, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

JACK D. NOBLE, as Trustee under Trust Agreement dated August 1,

1974, as to an undivided 1/2 interest; JACK D. NOBLE and HELEN

B. NOBLE, Trustees under the Revocable Trust Agreement dated

March 5, 1977, an undivided 1/4 interest; J. MICHAEL NOBLE, an undivided

1/8 interest; PETER M. NOBLE, an undivided 1/8 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo, described as follows:

PARCEL 1: The South half of Section 4, Township 8 North, Range 1 East, M. D. B. & M.

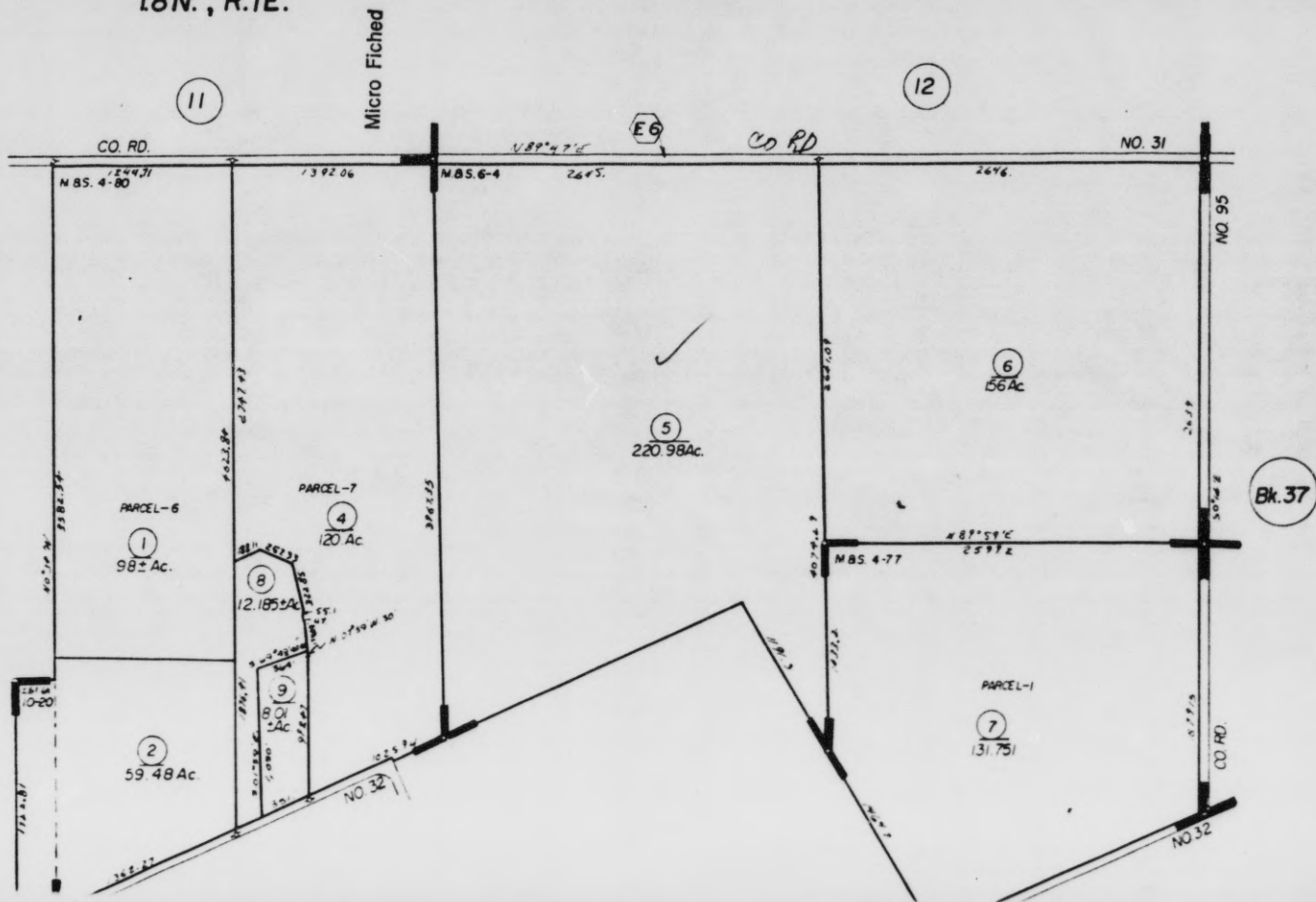
PARCEL 2: The Northwest Quarter and the Fractional Southwest Quarter of Section 9, Township 8 North, Range 1 East, M. D. B. & M.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described property as follows:

Parcel 1 - Assessment Parcel No. 38-120-11

Parcel 2 - Assessment Parcel No. 38-130-05



AGREEMENT NO. 2872

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 3/27
day of January, 1978, by and between
Fred L. and Florence G. Johnson
P. O. Box 83
Guinda, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 76 by the County by Resolution No. 2872, which was filed in the Office of the County Recorder of Yolo County on _____, 1978, and recorded in Volume _____ of Official Records at Page _____ (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur W. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)



Alysia Tadlock

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978 before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Baldwin Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this _____, 19____, before me the under-
signed County Clerk of the County of Yolo, personally appeared
_____, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1745

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No.

73839-A

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

FRED L. JOHNSON AND FLORENCE G. JOHNSON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1977 @ 8:00 A.M., in the County of YOLO,

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

RH Martin

President

By

John W. Bridges

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"Exhibit A"

Addition to Presume # 76

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73839-A

Effective Date: May 24, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

FRED L. JOHNSON and FLORENCE G. JOHNSON, his wife

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

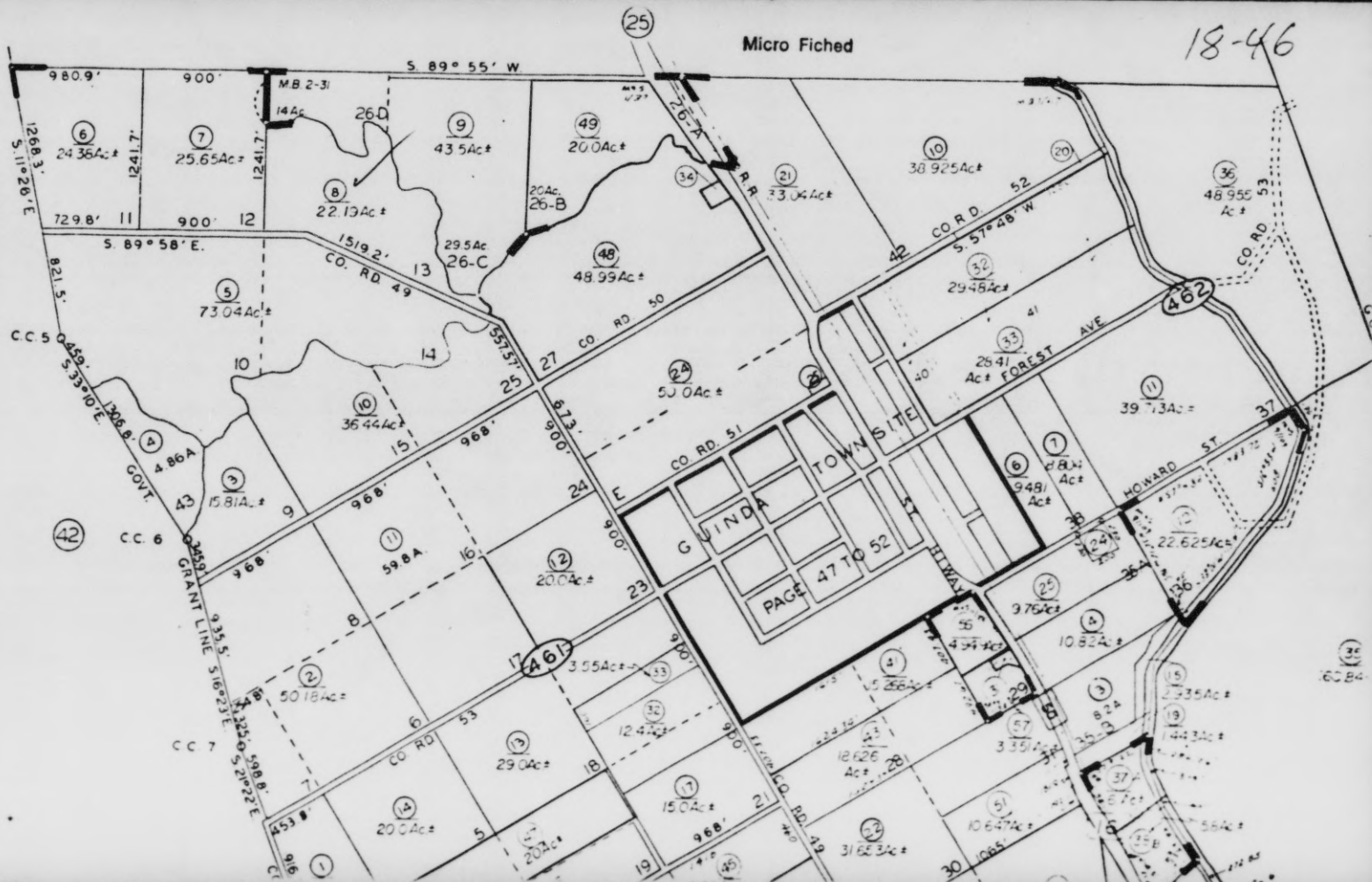
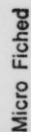
All that real property situate in the State of California, County of Yolo,
described as follows:

Lot 13, GUINDA COLONY TRACT, YOLO COUNTY, CALIFORNIA, filed July 18, 1892,
Book 1 of Maps, Page 47, Yolo County Records.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcel No. 18-461-08.

18-46



AGREEMENT NO.

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between
MILDEED WILLIAM HANSEN
SONN (CHARLES) WIESNER
DONALD MELVIN WIESNER
1636 SWEETWOOD DRIVE, DALY CITY, CALIF. 94015
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY.

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 52 by the County by Resolution No. 28-13, which was filed in the Office of the County Recorder of Yolo County on _____, 1928 and recorded in Volume _____ of Official Records at Page _____ (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both TOWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

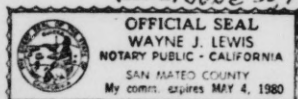
COUNTY OF YOLO

BY

Arthur M. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

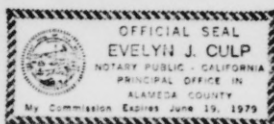
OWNER(S)

Mildred Melan Hansen
John Charles Whiere
Robert Melan Hansen



2700 Junipero-Serra Blvd., Daly City, CA 94015

Wayne J. Lewis



(Rev. 4-71) *Evelyn J. Culp* - 2 -

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Bulah B. Jones
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss.

On this 1st day of July, 1977, before me, the undersigned, Lynn S. Morris, personally appeared DONALD MELVIN WIESNER, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 1st day of July, 1977.

(Rev. 4-71)

- 3 -

Lynn S. Morris
Lynn S. Morris, Notary Public



COMBINATION GUARANTEE

71 1721

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74059 BR

Liability \$ 130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

Mildred Millsap Hansen
John Charles Wiesner and Donald Melvin Wiesner

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 19, 1977, @ 8:00 a.m., in the County of Yolo, State of California

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. King

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-52 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74059

Effective Date: June 19, 1977, @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN:

Mildred Millsap Hansen an undivided 1/2 interest; and John Charles Wiesner and Donald Melvin Wiesner, an undivided 1/2 interest.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Lot 1, Millsap Lands, according to the official plat thereof, filed March 31, 1925, in Book 4 of Maps & Surveys, at page 68, Yolo County Records.

NOTE: The Yolo County Assessor designates the herein described property on their 1976-77 Assessment Roll as Assessors Parcel No. 25-260-08.

NOTE: This guarantee is limited to the above described property.

AGREEMENT NO. 28-74

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
Shirley M. Hays & Son, Inc. - Plaintiff
vs.
Yolo County - Defendant 796-3767

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 35 by the County by Resolution No. 28-14, which was filed in the Office of the County Recorder of Yolo County on _____, 1978, and recorded in Volume _____ of Official Records at Page _____ (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the creation and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

HOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHIEF CLERK OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Susanne Dephart

Ann Agnes Dephart

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Gephart

STATE OF CALIFORNIA
COUNTY OF

} ss

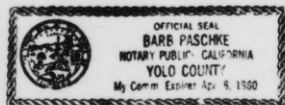
ON July 15th, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Russell Gephart and Lois Agnes Gephart,

his wife

known to me to be the person^s whose name^s are subscribed to the within instrument, and acknowledged to me that [†] he^y executed the same.

Notary's Signature

Barb Paschke



GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE \$ 25.00

LIABILITY \$ 100.00

ORDER No. 39699

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

RUSSELL GEPHART

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated July 7, 1977 at 7:00 o'clock AM

TRANSAMERICA TITLE INSURANCE COMPANY

by

Assistant Secretary for the Company

"Ephilit H"

Addition to Reserve # 35

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1976 with respect to the name(s) of RUSSELL GEPHART and LOIS AGNES GEPHART, husband and wife, as community property.

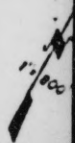
Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

BLOCK 12 of the Smith Tract, as shown on the "Map of Smith and Rumsey Tracts," recorded in Book 1 of Maps, at Page 38, records of said County.

Assessor's Parcel Number: 60-220-01

18-7



11

Micro Fiched

4035078 4/5/76
4033608 4/6/75
4033598 11/4/75
4014731 1/4/75
234016 1/11/74
4014328
4/25/78
- 4035078 -

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1928, by and between _____

John C. Boyett + Barbara Boyett
753 3rd Street, Woodland, California 95675
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 2 by the County by Resolution No. 28-14, which was filed in the Office of the County Recorder of Yolo County on _____, 1928 and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

John C. Bogart
Barbara Bogart

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 6-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

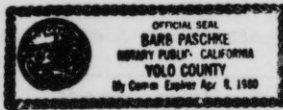
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rogers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF YOLO

} ss

ON May 27, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John C. Rogert and Barbara Rogert



known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that † he ✓ executed the same.

Notary's Signature

Barb Paschke

GENERAL ACKNOWLEDGMENT
Form No. 14

LAURENCE P. HENIGAN, COUNTY CLERK

LOT BOOK GUARANTEE

FEE FOR GUARANTEE \$ 40.00

LIABILITY \$ 100.00

ORDER No. 39610

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

Yolo County Planning Department

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

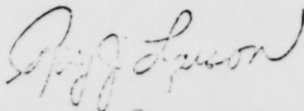
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 17, 1977 at 7:00 o'clock A.M.

TRANSAMERICA TITLE INSURANCE COMPANY

by

Assistant Secretary for the Company



"Exhibit A"

Addition to Present No 2.

SCHEDULE A

ORDER NO.: 39610

LOT BOOK GUARANTEE

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

SEE ATTACHED SHEET, PAGE 2 for information.

ASSESSORS PARCEL NO.: 48-130-21

Micro Fiched

A. The last recorded instrument purporting to transfer title to said real property is:

vested in: John C. Bogert and Barbara Bogert, his wife, as Joint Tenants.

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions: SEE ATTACHED SHEET, PAGE 3 for information

SUBJECT TO:

11-02-39610

The land referred to in this policy is situated in the State of California, County of Yolo, and is described as follows:

A portion of that 44.67 acre parcel of land shown on that certain map of a part of Blocks "E" and "F" of Arnold and Gillig's Subdivision in the Rancho Canada De Capay filed in Maps and Surveys Book 5 at page 84, Yolo County Records, and being more particularly described as follows:

Micro Fiched

BEGINNING at a point on the Southerly boundary line of said 44.67 acre parcel, said point also being on the centerline of State Highway 16 as shown on that certain map filed in Parcel Map Book 2 at page 59, Yolo County Records, that is distant South 80°53'33" East 879.79 feet and South 75°36'30" East 377.11 feet from the Southwesterly corner of said 44.67 acre parcel. Thence from said point of beginning extending along said Southerly boundary line of that 44.67 acre parcel and along said centerline of State Highway 16 the following (2) courses: (1) South 75°36'30" East 847.35 feet and (2) South 89°34'00" East 241.61 feet to a point on the Easterly boundary line of said 44.67 acre parcel; thence along said Easterly boundary North 00°24'40" East 977.34 feet to a point on a curve on the Northerly boundary line of said 44.67 acre parcel thence leaving said Easterly boundary line and extending along said Northerly boundary line along a curve to the right, the tangent of which bears South 88°51'48" East, said curve having a radius of 2914.80 feet, through a central angle of 03°41'28" and an arc distance of 187.79 feet; thence leaving said curve and continuing along said Northerly boundary line North 85°11'27" West 856.93 feet; thence leaving said Northerly boundary line South 01°53'33" West 846.95 feet to the point of beginning.

EXCEPTING THEREFROM 50 per cent of any and all oil, gas, and other hydrocarbon substances in and under the land hereinabove described as reserved in Deed recorded September 21, 1965, in Book 808 of Official Records at page 199, File No. 12043.

FURTHER EXCEPTING the remaining undivided 50% in and to all oil, gas and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land, as reserved in Deed recorded November 12, 1974, in Book 1125 of Official Records at page 671.

TOGETHER WITH an easement for transportation of water via covered underground pipes over and across a strip of land of the uniform width of 16', the North line of which is described as follows:

BEGINNING at the Northwesterly corner of the hereinabove described real property and running thence North 85°11'27" West for a distance of 287.25 feet, recorded November 12, 1974, in Book 1125 of Official Records at page 671.

ALSO TOGETHER WITH an easement for the transportation of water via covered underground pipes over and across a 16' strip of land as described in Deed recorded October 18, 1974 in Book 1123 of Official Records at page 308.

1.

AS TO AN UNDIVIDED 1/2 INTEREST:

DEED OF TRUST to secure an indebtedness of \$12,670.60 and any other amounts payable under the terms thereof, dated October 23, 1974, recorded November 12, 1974, in Book 1125 of Official Records at page 674.

Trustor: Joseph H. Haralson, Jr., and Lynne C. Haralson, his wife
Trustee: Transamerica Title Insurance Company, a California corporation
Beneficiary: Robert J. Hinds, an unmarried man

REQUEST that copy of any notice of default and notice of sale be mailed to Abbie B. Haven, Route 6, Box 521, Lake Wales, Florida, 33853, recorded October 28, 1976, Book 1216, Series No. 18423, page 334, Official Records.

2.

AS TO THE REMAINING 1/2 INTEREST:

Micro Fiched

DEED OF TRUST to secure an indebtedness of \$12,670.60 and any other amounts payable under the terms thereof, dated October 23, 1974, recorded November 12, 1974, in Book 1125 of Official Records at page 676.

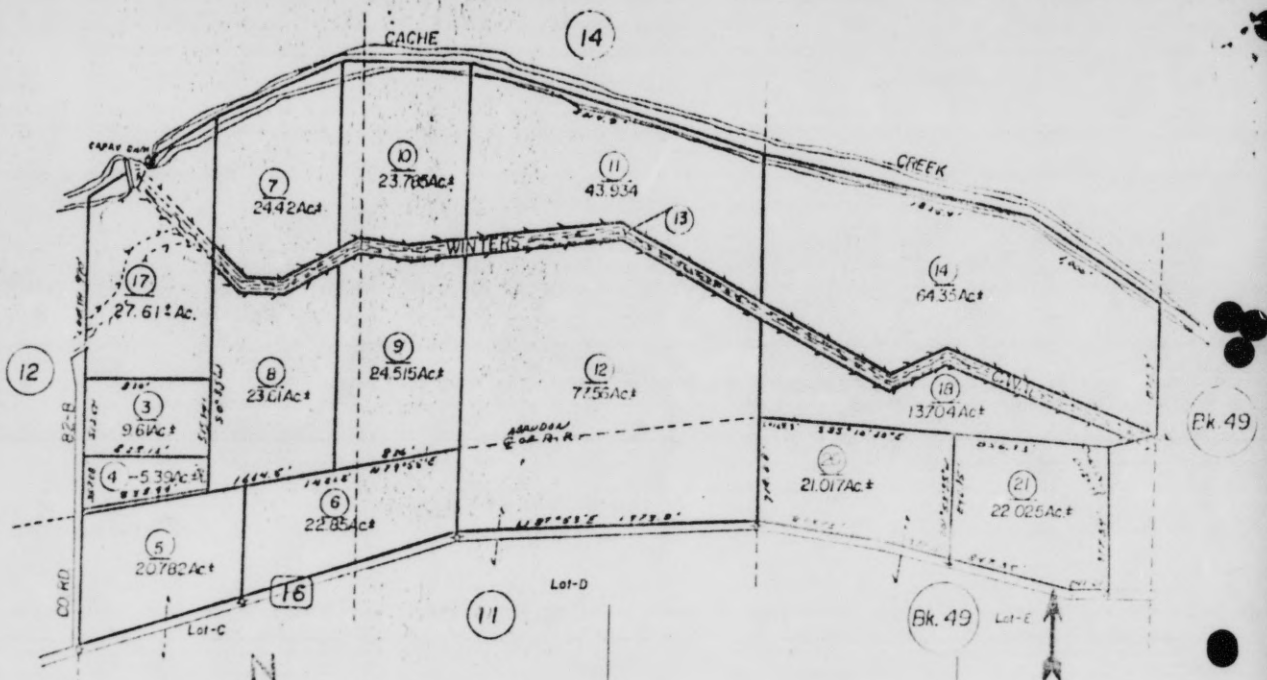
Trustor: Joseph H. Haralson, Jr., and Lynne C. Haralson, his wife
Trustee: Transamerica Title Insurance Company, a California corporation
Beneficiary: John M. Street and Fuyu Street, his wife, as Joint Tenants

REQUEST that copy of any notice of default and notice of sale be mailed to Abbie B. Haven at Route 6, Box 521, Lake Wales, Florida, 33853, recorded October 28, 1976, Book 1216, page No. 335, Series No. 18424, Official Records.

3.

DEED OF TRUST to secure an indebtedness of \$14,000.00 and any other amounts payable under the terms thereof, dated October 15, 1976, recorded October 28, 1976, Book 1216, page 336, Series No. 18425, Official Records.

Trustor: John C. Bogert and Barbara Bogert
Trustee: Transamerica Title Insurance Company, a California corporation
Beneficiary: Abbie B. Haven, a widow



This plat is for location purposes only and is not part of the report or policy to which it is attached.

Arnold & Gilligs Subd - Por. Lots C, D & E.

TRANSAMERICAN TITLE INSURANCE
COMPANY

(formerly por. 21-29)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Micro Fiched

Assessor's Map Bk. 4
County of Yolo,

Pk. 49

Bk. 49

DOT 11302-210/1174
DOT 1981 6/11/74
DOT 1165
D.D.T. 578 R 11-14-72
D.D.T. 302 ABC

AGREEMENT NO. 28-76

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between _____
ALVIN P. HERZIG and CLARA E. HERZIG
Route 1, Box 903
Woodland, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 26 by the County by
Resolution No. 28-14, which was filed in the Office of the
County Recorder of Yolo County on _____, 19 76
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

x Alvin P. Herzig
Alvin P. Herzig
x Clara E. Herzig
Clara E. Herzig

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978 before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

B. A. Dodge
DEPUTY

STATE OF CALIFORNIA
COUNTY OF

ss

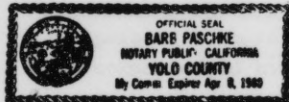
ON July 8th, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Alvin P. Herzig
Clara E. Herzig

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary's Signature

Barb Paschke



GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE \$20.00

LIABILITY \$120.00

ORDER No. 11-02-339661

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

ALVIN HERZIG

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 15, 1977 at 7:00 o'clock a.m.

TRANSAMERICA-TITLE INSURANCE COMPANY

by

[Signature]
Assistant Secretary for the Company

"Exhibit A"

Addition to Resume #26

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1976 with respect to the name(s) of

Alvin P. Herzig and Clara E. Herzig, his wife, as joint tenants

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

A portion of the Northwest Quarter of Section 5, Township 9 North, Range 1 East, M. D. B. & M., described as follows:

BEGINNING at the Southwest corner of said Northwest Quarter, thence South 89° 31' East along the South line of said Quarter Section 1325.70 feet to the Southwest corner of the Boles property; thence North 0° 57' East along the West line of said Boles property 670.10 feet to a fence line; thence North 89° 39' West along said fence line 1325.70 feet to the West line of said Northwest Quarter; thence South 0° 57' West along said West line to the point of beginning.

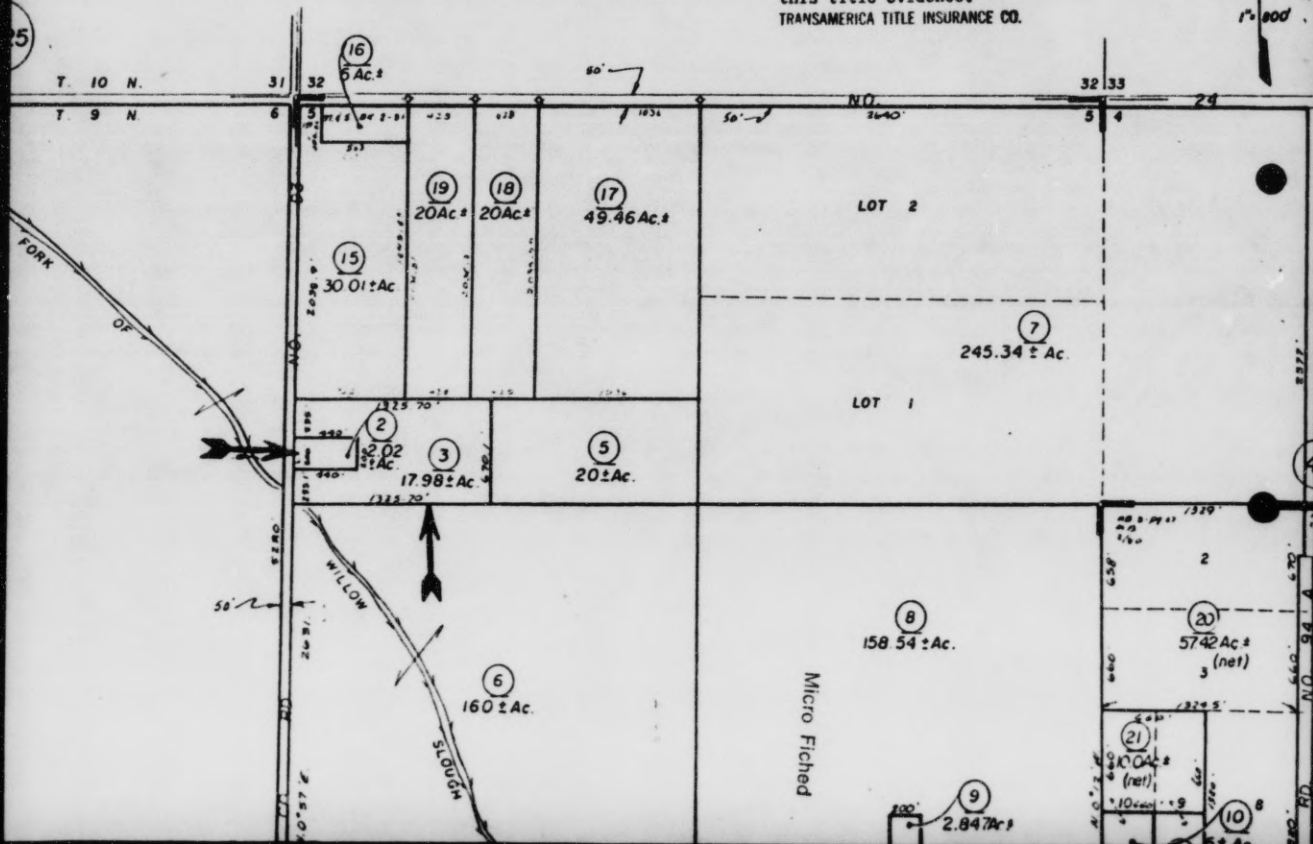
Assessor's Parcel Number: 40-010-26-1

EC. 4 & SEC. 5 & 6, T.9N., R.1E., M.D.B.&M.

CAUTION- These maps ARE NOT to be used
for legal descriptions.

40-0

NOTE: This plat is inserted
for reference purposes only
and is not made a part of
this title evidence.
TRANSAMERICA TITLE INSURANCE CO.



AGREEMENT NO. 78-22

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
Elwin L. Martin
Geraldine Mae Martin
Route 1, Box 5A
Winters, CA

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 20 by the County by
Resolution No. 78-15, which was filed in the Office of the
County Recorder of Yolo County on February 10, 1978,
and recorded in Volume 1291 of Official Records at Page 195,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

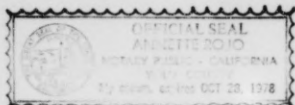
COUNTY OF YOLO

(SEAL)

BY Arthur H. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Elwin L. Martin
Gerardine Mae Martin



STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1928 before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Adams
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On this _____, 19____, before me the under-
signed County Clerk of the County of Yolo, personally appeared
_____, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1754

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73854

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

ELWIN L. MARTIN and GERALDINE MAE MARTIN

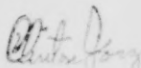
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1977 @ 8:00 a.m. , in the County of Yolo

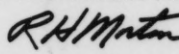
Countersigned:



Vice President

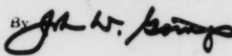
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-20 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73854

Effective Date: May 24, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

MARTIN, ELWIN L. and GERALDINE MAE

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

ELWIN L. MARTIN and GERALDINE MAE MARTIN, husband and wife, as Joint Tenants

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo,
described as follows:

PARCEL 1:

A portion of Lot 21 and 22, Devilbiss Subdivision, according to the official
plat thereof, filed in the office of the Recorder of Yolo County, California,
on July 18, 1917, in Book 4 of Maps and Surveys, at page 39, described as follows,
to-wit:

BEGINNING at a point in the Northerly line of Lot 21, as said lot appears of
record in the office of the Recorder of Yolo County on the "Map of Devilbiss
Subdivision of Lot 17 and portions of Lots 15, 16, 18 of the Rancho de Los Potos,
Township 8 North, Range 1 West", the said point of beginning being situate South
89°01' East, 1142.29 feet from the iron monument marking the Southeasterly corner
of Lot 19 of said Subdivision, said point also marking the angle point in the
Northerly line of the Public road that extends Westerly for a short distance and
extending thence from said point beginning along the boundary line of said Lot 21,
North 76°20' East, 183.60 feet; thence South 74°30' East 198 feet; thence South
86°30' East 198 feet; thence South 60°45' East 180.18 feet; thence North 66°
30' East 66 feet; thence South 88° East 205.26 feet; thence South 77°15' East
126.72 feet; thence North 79° East 198 feet; thence North 64° East 330 feet; thence
North 87° East 198 feet; thence North 54°45' East 132 feet; thence North 37°
East 231 feet thence North 59°45' East 660 feet; thence North 82°30' East 213.84
feet (the most Northeasterly corner of said Lot 21; thence South 22°30' West
1500.18; thence South 36°45' West 810.80 feet; thence leaving the boundary line
of said Lot 21, and extending along a division line North 44°20' West 368.80
feet; thence North 78°11' West 159.93 feet; thence North 53°38' West 190.30 feet;
thence North 85°52' West 131.70 feet; thence South 70°54' West 182.45 feet; thence
South 68°05' West 172.85 feet; thence North 49°45' West 254.30 feet; thence North
14°48' East 166.40 feet; thence North 4°30' East 194.70 feet; thence North 10°
22' East 95.10 feet; thence North 34°59' West 163.10 feet; thence North 68°42'
West 292.30 feet; thence North 55°12' West 254.40 feet to a point marked by an
iron pipe set in the bed of an arroyo; thence North 14°17' West 49.17 feet to the
point of beginning and including 52.13 acres of land

PROPERTY SEARCH GUARANTEE

SCHEDULE A (CONTINUED)

Also all that portion of Lot 22 of said Devilbiss Subdivision that lies adjacent to the Southeasterly line of the hereinbefore described portion of said Lot 21 of said Devilbiss Subdivision and comprising an area that lies almost entirely within the channel of Putah Creek.

EXCEPTING THEREFROM that portion thereof conveyed to Pacific Gas and Electric Company by deed dated April 13, 1960, recorded June 20, 1960, in Book 607 of Official Records, at page 233.

PARCEL 2:

Micro Fiched

BEGINNING at a point in the Lot 21 of the Devilbiss Subdivision as said Lot appears of record in the office of the Recorder of Yolo County on the "Map of Devilbiss Subdivision of Lot 17 and portions of Lots 15, 16 and 18 of the Rancho Rio de Los Potos, Township 8 North, Range 1 West," the said point of beginning being situate South 89°01' East 1142.29 feet; thence South 14°17' East 49.17 feet; thence South 55°12' East 254.40 feet; thence South 68°42' East 292.30 feet; thence South 34°59' East 163.10 feet; thence South 10°22' East 95.10 feet; thence South 4°30' West 194.70 feet; thence South 14°48' West 166.40 feet from the iron monument marking the Southeasterly corner of Lot 19 of said first mentioned Subdivision and extending thence from the 3/4 inch iron pipe monument marking said point of beginning along the line common to the lands of R. B. Bigelow and A. L. Martin South 49°45' East 254.30 feet; thence North 68°05' East 172.85 feet; thence North 70°54' East 182.45 feet; thence South 85°52' East 131.70 feet; thence South 53°38' East 190.30 feet; thence South 78°11' East 159.93 feet; thence South 44°20' East 368.80 feet to the point of intersection with the Southerly line of aforementioned Lot 21; thence along the Southerly line of said Lot 21, South 36°45' West 175.90 feet; thence South 57°45' West 426.36 feet; thence South 58°30' West 300.30 feet; thence South 52°30' West 316.14 feet; thence South 56°30' West 588 feet; thence South 55°45' West 332.64 feet to the Southwesterly corner of said lot 21; thence along the Westerly line of said Lot 21, North 48°30' West 155.40 feet; thence leaving the Westerly line of said Lot 21 and extending North 53.86 feet to a point situate just Northwesterly from the existing pumping plant and well; thence due East 9.00 feet to a point marked by an iron pipe just Northeasterly from the Northeasterly corner of the pump house; thence North 16°22' East 184 feet to a point marked by an iron pipe; thence North 4°13' West 105 feet to a point marked by an iron pipe; thence North 20°47' East 206.4 feet to a redwood fence post marked by three chopped underbits; thence North 34°10' East 182.7 feet to a 3" x 3" redwood post; thence North 23°04' East 342.5 feet to an 8" x 8" redwood fence corner post; thence North 24°12' East 648.25 feet to the point of beginning and including 33.87 acres of land.

Also all of that portion of Lot 22 of said Devilbiss Subdivision that lies adjacent to the Southeasterly line of the hereinbefore described portion of said Lot 21 of Devilbiss Subdivision and comprising an area that lies almost entirely within the channel of Putah Creek.

EXCEPTING THEREFROM that portion thereof conveyed to Pacific Gas and Electric Company, by deed dated April 13, 1960, recorded June 20, 1960, in Book 607 of Official Records, at page 233.

(CONTINUED)

PROPERTY SEARCH GUARANTEE

SCHEDULE A (CONTINUED)

PARCEL 3:

A non-exclusive easement for ingress and egress over the following described property:

A portion of Lot 21 of Devilbiss's Subdivision as said lot is shown on the official plat thereof filed for record October 13, 1890, in the Office of the Recorder, Yolo County, California, and more particularly described as follows:

A strip of land of a uniform width 20 feet lying along, adjacent to and on the Easterly side of a line described as follows:

Micro Fiched

BEGINNING at a point on the Westerly line of Lot 21, of Devilbiss's Subdivision that bears North 18°30' West 20.00 feet from the Northeast corner of Lot 10 of Devilbiss's Subdivision, as shown on that certain Record of Survey filed in Book 6 of Maps and Surveys at page 33, Yolo County Records; thence along the Westerly line of Lot 21, the following two courses, South 18°30' East 854.90 feet and South 25°00' East 478.50 feet; thence leaving the Westerly line of Lot 21, South 46°18'08" east 224.48 feet; thence South 83°01'20" East 213.90 feet; thence North 47°28'47" East 81.1 feet more or less to the Westerly line of that certain Parcel 7 described in deed recorded in Book 677 of Official Records, at page 550, Yolo County Records.

NOTE: This property search guarantee is limited to the property described above.

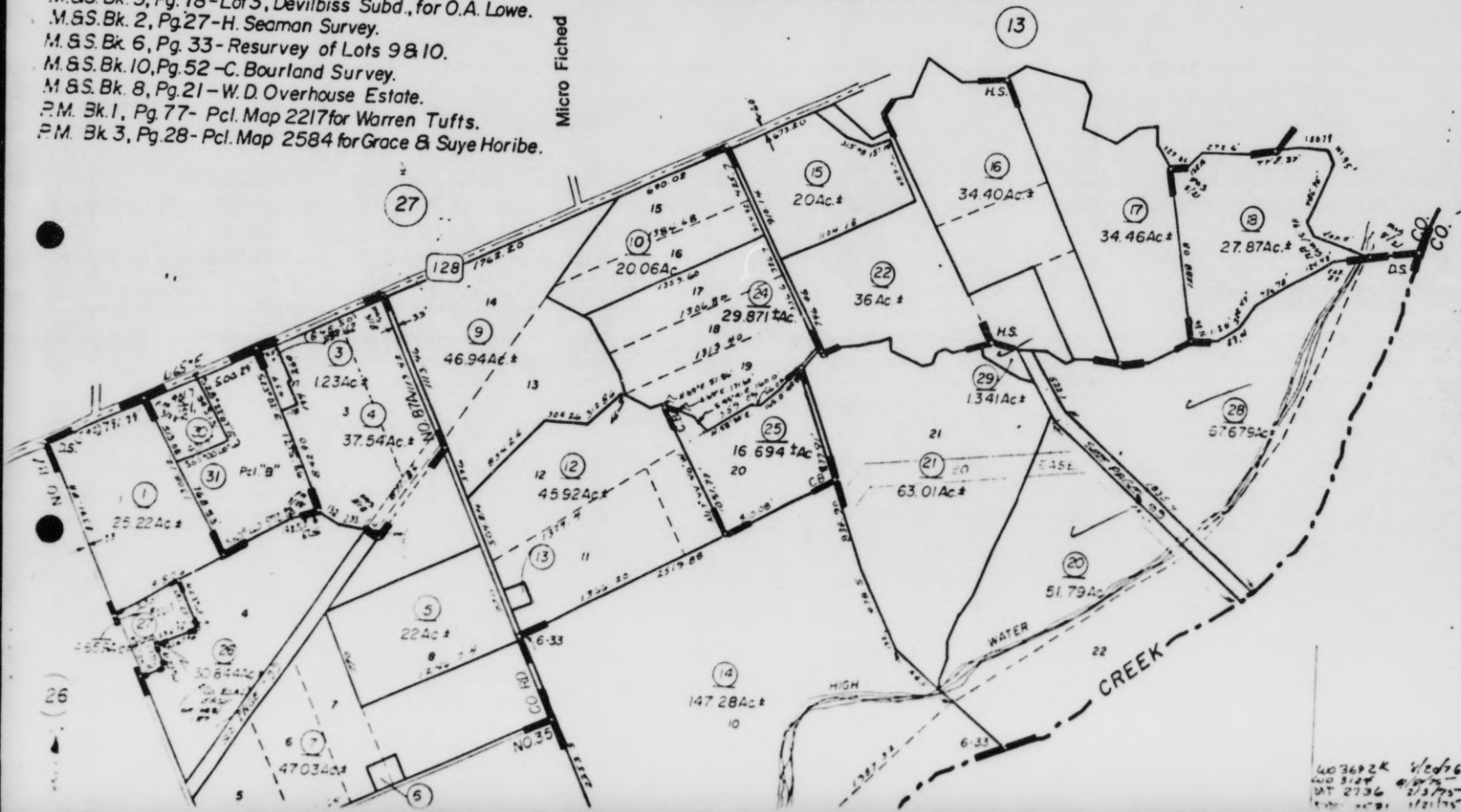
The 1977-78 Yolo County Assessor's Roll designates the above described property as follows:

Parcel No. 1 - Assessment Parcels Nos. 30-280-28 and 30-280-29
Parcel No. 2 - Assessment Parcel No. 30-280-20

POR. RANCHO RIO DE LOS PUTOS, T.8N., R.1W., M.D.B. & M.
POR. WALDEMARS SUB.

Micro Fished

M.S.S. Bk. 4, Pg. 39-Devilbiss Subd.
M.S.S. Bk. 3, Pg. 18-Lot 3, Devilbiss Subd., for O.A. Lowe.
M.S.S. Bk. 2, Pg. 27-H. Seaman Survey.
M.S.S. Bk. 6, Pg. 33-Resurvey of Lots 9 & 10.
M.S.S. Bk. 10, Pg. 52-C. Bourland Survey.
M.S.S. Bk. 8, Pg. 21-W. D. Overhouse Estate.
P.M. Bk. 1, Pg. 77- Pcl. Map 2217 for Warren Tufts.
P.M. Bk. 3, Pg. 28- Pcl. Map 2584 for Grace & Suye Horibe.



AGREEMENT NO. 28-28

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1928, by and between _____
Patrick J. Marer and Patricia J. Marer

Route 1, Box 12A

Winters, California 95694

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 20 by the County by
Resolution No. 28-15, which was filed in the Office of the
County Recorder of Yolo County on February 12, 1928
and recorded in Volume 1291 of Official Records at Page 195
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur R. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Patricia J. Marx

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978 before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDWARDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Edwards
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 14, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared PATRICK J. MARER AND PATRICIA J. MARER, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 14th day of July, 1977.

LAURENCE P. HENIGAN, COUNTY CLERK

By *Barbara Edwards* Deputy

COMBINATION GUARANTEE

71 1717

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74085

Liability \$135.00

Fee \$35.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

PATRICK J. MARER AND PATRICIA J. MARER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 29, 1977 @ 8:00 a.m. , in the County of Yolo

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. ...

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to 9-8-20 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74085

Effective Date: June 29, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

PATRICK J. MARER AND PATRICIA J. MARER, his wife, as joint tenants

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo
described as follows:

PARCEL 1:

All of Lots 17, 18 and 19 of the Devilbiss Subdivision of Lot 17, and a portion
of Lots 15, 16, and 18 of the Rancho De Los Putos, Township 8 North, Range 1
West, M.D.B. & M., filed in Book 4 of Maps and Surveys, Page 39, Yolo County
Records.

PARCEL 2:

Lots 13 and 14, of the Devilbiss Subdivision of lot 17 and portions of Lots 15,
16 and 18 of the Waldemar Subdivision of a part of the Rancho Rio de Los Putos,
or Wolfskill Grant, and as per map of said Devilbiss Subdivision filed July 18,
1917, Book 4 of Maps and Surveys, Page 39, Yolo County Records.

PARCEL 3:

A strip or tract of land 100 feet wide lying equally on each side of the located
line of the Winters and Ukiah Railroad Company's (now Southern Pacific Company's)
Railroad where the same is located through a portion of the ranch now or formerly
of J. A. Devilbiss, West of Winters in Yolo County, State of California, being
more particularly described as follows:

COMMENCING for the same at a point on the center line of said railroad where the
center line intersects said ranch at Enginner's Station 85+31.8 (and running
through and over a portion of said farm or ranch) and running thence Southwesterly
along said center line of said Winters and Ukiah Railroad embracing a strip of
land 50 feet wide on each side of said center line of said Railroad following
the curvatures thereof to the dividing line between the land now or formerly of
Gladys B. Ish and the land now or formerly of D. W. Boyd, and being a portion of that
certain piece or parcel of land conveyed by J. A. Devilbiss to Winters and
Ukiah Railroad Company by deed recorded August 8, 1887, Book 42 of Deeds, Page 66.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described property as follows:

Parcel No. 1: Assessment Parcel No. 30-280-24

Parcel Nos 2 and 3: Assessment Parcel No. 30-280-09

Micro Fiched

M&S. Bk. 4, Pg. 39 - Devilbiss Subd.

M&S. Bk. 3, Pg. 18 - Lot 3, Devilbiss Subd., for O.A. Lowe.

M&S. Bk. 2, Pg. 27 - H. Seaman Survey.

M&S. Bk. 6, Pg. 33 - Resurvey of Lots 9 & 10.

M&S. Bk. 10, Pg. 52 - C. Bourland Survey.

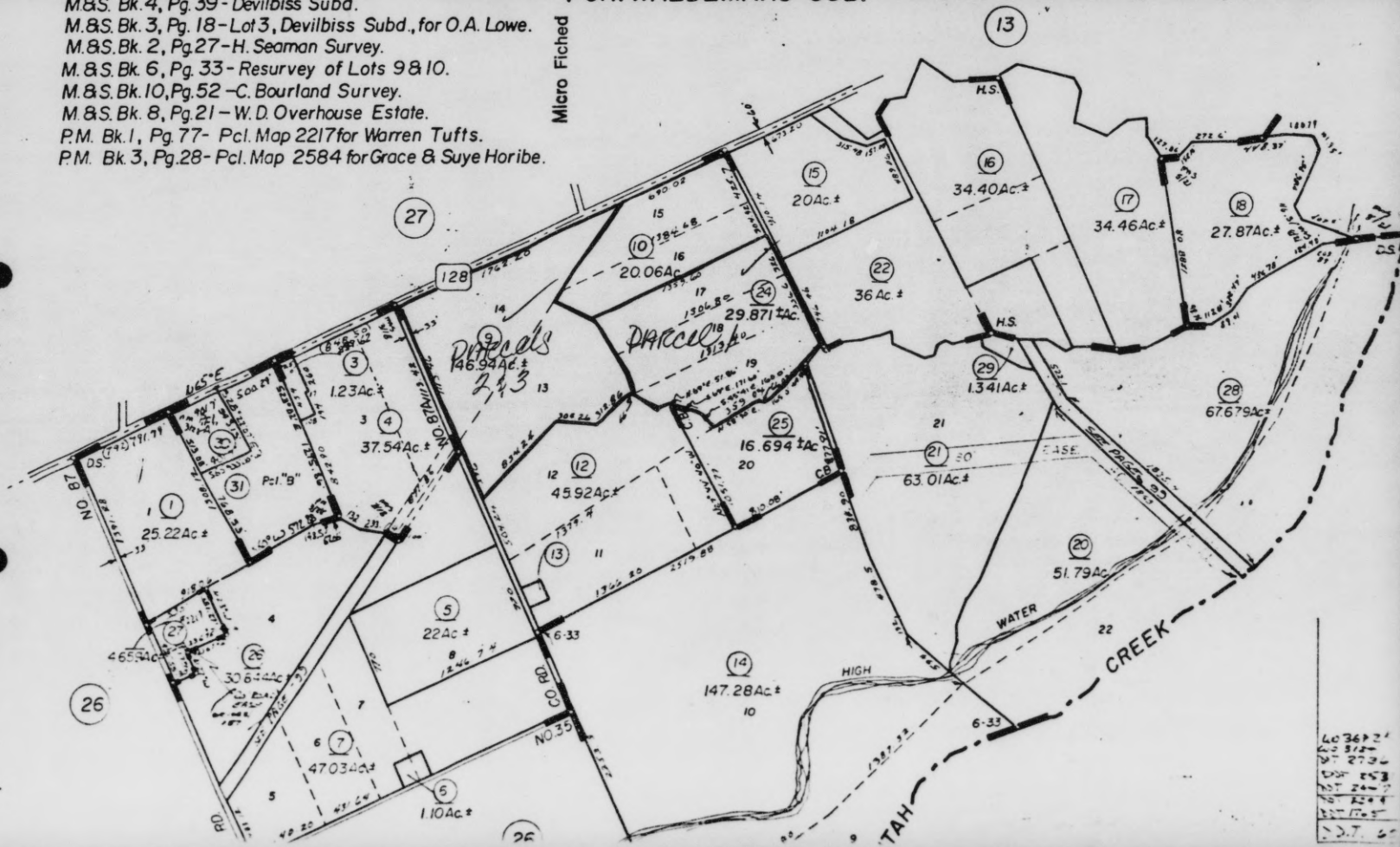
M&S. Bk. 8, Pg. 21 - W.D. Overhouse Estate.

P.M. Bk. 1, Pg. 77 - Pcl. Map 2217 for Warren Tufts.

P.M. Bk. 3, Pg. 28 - Pcl. Map 2584 for Grace & Suye Horibe.

POR. WALDEMARS SUB.

Micro Fished



403672
60312
97273
100253
101247
101247
101247

15 FILED

FEB 15 1978

LAURENCE P. HENIGAN, Clerk

By Allen G. Marr
Yolo County

EXTENSION OF AGREEMENT
COLLEGE WORK-STUDY PROGRAM

University of California, Davis

and
Off-Campus Employer

AGREEMENT NO. 78-79

RECEIVED
FINANCIAL AID
OFFICE

JUN 20 1 16 PM '77

Reference is made to the Agreement between YOLO COUNTY YOUTH SERVICES BUREAU (agency) and Broderick (city)

and the Regents of the University of California, relative to the College Work-Study Program agreement dated 8/11/75. We wish to extend this agreement for one additional year, which would establish a termination date of 6/30/78.

I understand that the employer's share of student wages for the 1977-78 fiscal year is 20%, with the remaining 80% paid with College Work-Study funds.

Micro Fiched

In accordance with Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, I certify that I will not discriminate in the hiring and employment of students on the basis of race, color, national origin or sex.

for Luker
Allen G. Marr
Dean, Graduate Studies and Research

JUN 14 1977

Name

Address

Date

Kathleen Lee Jensen
acting Director
110 6th St.
Broderick, Ca.
95605

Please sign all four copies of this form. Retain one copy for your files and return the original and two copies along with the Signature Authorization form to:

Work-Study Coordinator
Financial Aid Office
University of California
Davis, CA

COUNTY OF YOLO

By Arthur H. Hernandez Chairman
Board of Supervisors, County of Yolo
State of California.

P 27
5/77

APPROVED TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Charles R. Mack

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

FILED

MAR 20 1978

LAURENCE P. HENIGAN, Clerk
By Arthur E. Edmonds
Deputy

TITLE VI

Sub-Grantee Name

University of California, Davis

Address

312 Mark Hall

City

Davis, CA 95616

Phone:

752-7300

Program Director

Date of Modification

February 1, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 77-286
is hereby modified as follows:

1. Net amount of funds affected by this modification:

~~INCREASE~~

of \$ 120,500.

Decrease

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
3. The attached exhibit sets forth the positions authorized and financed during the modification period from 2-01-78 to 9-30-78.
4. This modification is effective on the Date of Modification set forth above.

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

(Legal Name of Sub-Grantee)

Lurkie

Arthur E. Edmonds

(Signature of Authorized Officer)

Fredric W. Hill
Associate Dean for Research

(Typed Name & Title of
Authorized Officer)

ARTHUR EDMONDS, Chairman

BOARD OF SUPERVISORS

FEB 14 1978

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

Arthur E. Edmonds
DEPUTY

LISTING OF POSITIONS

CETA TITLE VI

UNIVERSITY OF CALIFORNIA AT DAVIS

	<u>Position</u>	<u>Salary & Benefits</u> <u>10/01/77 - 9/30/78</u>	
One	Animal Caretaker	\$ 7,631	
One	Assistant Storekeeper	8,059	
One	Administrative Assistant	9,045	
One	Lab Assistant II	8,408	Micro Fiched
One	Clerk	6,243	
One	Groundskeeper	8,722	
One	Assistant Storekeeper	8,059	
One	Lab Assistant I	7,335	
One	Lab Assistant I	7,752	
One	Lab Assistant I	6,076	
One	Lab Assistant I	6,826	
One	Lab Assistant I	7,581	
One	Lab Assistant I	7,581	
One	Lab Assistant I	7,683	
One	Library Assistant I	8,777	
One	Lab Assistant I	6,076	
One	Principal Clerk	8,629	
One	Principal Clerk	8,514	
One	Principal Clerk	8,453	
One	Secretary I	6,571	
One	Program Representative	9,158	
One	Senior Clerk	5,592	
One	Senior Clerk	5,773	
One	Senior Typist Clerk A	6,096	
One	Senior Typist Clerk A	7,185	
One	Senior Typist Clerk A	6,955	
One	Staff Research Associate	8,653	
One	Staff Research Associate	8,736	
One	Typist Clerk	4,116	
One	Typist Clerk	3,694	
Thirty	TOTAL	<u>\$219,979</u>	

SACRAMENTO YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 78-81

PROJECT

FILED

MAR 20 1978

LAURENCE P. HENIGAN, Clerk

By Debra G. Gentry
Deputy

Sub-Grantee Name

University of California, Davis (Project #84)

Address

* Micro Fiched

312 Mark Hall

City

Phone:

Davis, CA 95616

752-7300

Program Director

1. Amount of funds allocated per this sub-grant is \$ 120,500.
2. Grant period begins 2-1-78 and ends 9-30-78

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

(Legal Name of Sub-Grantee)

Lawrence

(Signature of Authorized Officer)

Fredric W. Hill
Associate Dean for Research

(Typed Name and Title of
Authorized Officer)

Arthur H. Edmonds

FEB 14 1978

ARTHUR EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra G. Gentry

DEPUTY

1 AGREEMENT NO. 78-81

2 CETA Title VI Public Service Project Agreement
3 The Emergency Job Programs Extension Act of 1976 amended
4 Title VI of CETA by adding Sec. 607, 608, and 609
5 (Federal Register May 13, 1977 Part IV)

6 Micro Fiched

7 THIS AGREEMENT made and entered into this 1st
8 day of February, 1978, by and between the COUNTY OF YOLO, a
9 political subdivision of the State of California hereinafter, re-
10 ferred to as PROGRAM AGENT, and the University of California,
11 Davis (Project #84)
12 hereinafter referred to as SUBGRANTEE.

13
14 W I T N E S S E T H :

15
16 1. SUBGRANT: This agreement sets forth the terms and
17 conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE for
18 the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT con-
19 sists of the following:

- 20 A. This agreement
21 B. Signature sheet
22 C. Schedule of position listing and budget attached
23 hereto as Exhibit "A" herein.
24 D. Project PROPOSAL Abstract, attached hereto as
25 Exhibit "B" herein.
26 E. General and Special Assurances attached hereto
27 as Exhibit "C" herein.

28 2. SERVICES: SUBGRANTEE shall in a manner satisfactory
29 and proper as determined by PROGRAM AGENT perform the services de-
30 scribed in the application and Project Abstract in accordance with
31 the time schedule, budget, number of participants to be hired etc..
32 as set forth in the Proposal Abstract, attached hereto as Exhibit

1 "B" and incorporated herein by reference.

2 3. REPORTING: SUBGRANTEE agrees to submit to PROGRAM
3 AGENT monthly and weekly reports or other reports as required in a
4 manner as specified by PROGRAM AGENT.

5 4. TERM OF AGREEMENT: This agreement shall be for a
6 term commencing February 1, 1978 and terminating
7 on September 30, 1978. Said term of this agreement
8 shall not exceed eight months. Micro Fiched

9 5. PAYMENT: PROGRAM AGENT shall reimburse SUBGRANTEE
10 for actual CETA approved Payroll Cost, as specified in budget, in-
11 curred in the performance of this Agreement in accordance with the
12 following rules:

13 A. Total reimbursement shall not exceed the amount
14 of the subgrant or modification thereof.

15 B. On or before 5th working day specified each
16 month by the PROGRAM AGENTS; -----
17 SUBGRANTEE shall submit a claim to the PROGRAM
18 AGENT.

19 C. The Auditor of the PROGRAM AGENT shall examine,
20 settle and allow the claim in the manner provide
21 by law.

22 D. Approved claims shall be paid from and only to
23 the extent of available funds granted to PROGRAM
24 AGENT by the Joint Powers Agency, composed of
25 the City of Sacramento, the County of Sacramento,
26 and the County of Yolo, known as Sacramento-Yolo
27 Employment and Training Agency, a Joint Powers
28 Authority.

29 E. PROGRAM AGENT reserves the right to withhold pay-
30 ment for cost incurred by SUBGRANTEE when PROGRAM
31 AGENT determines SUBGRANTEE is not fulfilling the
32 terms of this Agreement.

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6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said Joint Power Authority, PROGRAM AGENT shall thereupon have the right to terminate this Agreement ^{Micro Fiched} by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PROGRAM AGENT shall terminate this Agreement by giving written notice to PROGRAM AGENT or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the Agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least

1 15 days before the effective date of such termi-
2 nation. If the Agreement is terminated by PRO-
3 GRAM AGENT as provided herein, SUBGRANTEE will
4 be paid an amount which bears the same ratio to
5 the total compensation as the services actually
6 performed bears to the total services of SUB-
7 GRANTEE covered by this Agreement, less payments
8 of compensation previously made. Micro Fiched

9 7. LAWS: SUBGRANTEE shall comply with all the appli-
10 cable laws, ordinances, codes of the State of California and local
11 governments. Subgrantee shall comply with terms and conditions of
12 the Comprehensive Employment and Training Act of 1973 as amended,
13 including the Emergency Job Program Extension Act of 1973 and any
14 regulation promulgated thereunder.

15 8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and
16 hold harmless and defend PROGRAM AGENT, its officers, employees and
17 agents from and against all claims, losses, liabilities, or damages
18 including attorney fees, arising out of or resulting from the per-
19 formance of this Agreement, caused in whole or in part by any neg-
20 ligent act or commission of SUBGRANTEE or anyone directly or indi-
21 rectly employed by SUBGRANTEE, regardless of whether or not it is
22 caused in part by a party indemnified hereunder.

23 9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it
24 presently has no interest and shall not acquire any interest direct
25 or indirect, which would conflict in any manner or degree with the
26 performance of services required to be performed under this agree-
27 ment. SUBGRANTEE further covenants that in the performance of this
28 Agreement no person having any such interest shall be employed.

29 10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate,
30 layoff, or reduce the working hours of an employee in anticipation
31 of hiring an individual with funds available under Title VI. In
32 addition, no participant shall be used to fill positions or provide

1 services normally provided by temporary, part-time, or seasonal
2 workers or contracted out, or to fill full-time vacancies. SUB-
3 GRANTEE shall not hire any person into any job funded under Title
4 VI when any other person is on lay-off from the same or any sub-
5 stantially equivalent job.

6 11. GOVERNMENT: It is understood by the parties hereto
7 that the Federal Government will not be obligated or liable to SUB-
8 GRANTEE as a condition of this Agreement.

Micro Fiched

9 12. LEGAL RELATIONSHIP:

- 10 A. It is herein understood and agreed that SUBGRANTEE
11 is an independent contractor and that no relation-
12 ship of employer-employee exists between the
13 parties hereto. That SUBGRANTEE shall not be
14 entitled to any benefits available to employees
15 of PROGRAM AGENT. That PROGRAM AGENT is not re-
16 quired to make any deductions from the compensa-
17 tion payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent con-
19 tractor, SUBGRANTEE thereby holds PROGRAM AGENT
20 harmless from any and all claims that may be made
21 against PROGRAM AGENT based upon any contention
22 by any third party that an employer-employee
23 relationship exists by reason of this Agreement.
- 24 B. It is further understood and agreed by the
25 parties hereto that SUBGRANTEE in the performance
26 of its obligations hereunder is subject to the
27 control or direction of PROGRAM AGENT as to the
28 result to be accomplished by the services herein
29 agreed to be rendered and performed as well as
30 to the means and methods for accomplishing the
31 result.
- 32 C. If, in the performance of this Agreement, any

1 third persons are employed as employees of SUB-
2 GRANTEE, such persons shall be employed by and
3 shall be entirely and exclusively under direction
4 supervision and control of said SUBGRANTEE. All
5 terms of employment of said person, including
6 hours, wages, working conditions, discipline,
7 hiring and discharging or any other terms of em-
8 ployment or requirements of law, shall be made
9 by said SUBGRANTEE, and PROGRAM AGENT shall have
10 no right or authority over said persons or the
11 terms of such employment. Micro Fiched

12 D. SUBGRANTEE, as an independent employer, shall be
13 liable and hereby expressly assumes and accepts
14 exclusive liability as an employer under the
15 Federal Insurance Contributions Act, Federal
16 Social Security Acts, or any other Federal or
17 State laws or acts which in any way affect or
18 relate to the relationship of employer and em-
19 ployee, and shall be liable for any Social Secu-
20 rity, unemployment, or other taxes or penalties
21 arising or levied by reason of the employment of
22 such persons employed by it. PROGRAM AGENT shall
23 not be liable for any workmen's compensation or
24 other benefits accruing under any Federal or
25 State law or acts to any persons employed by the
26 said SUBGRANTEE under this Agreement, but such
27 liability, if any, shall be exclusively that of
28 SUBGRANTEE.

29 13. PERSONNEL:

30 A. SUBGRANTEE represents that it has, or will secure
31 at its own expense, all personnel required in
32 performing the services under this Agreement.

1 All Project Personnel hired by SUBGRANTEE shall
2 be eligible EDD certified PSE participants and
3 verification of such eligibility is the responsi
4 bility of the SUBGRANTEE. However, such personn
5 shall not be employees of or have any individual
6 contracted relationship with PROGRAM AGENT.

7 B. All of the services required hereunder will be
8 performed by SUBGRANTEE or under its supervision
9 and all personnel engaged in the work shall meet
10 SUBGRANTEE's employment qualifications and shall
11 be authorized under state and local law to per-
12 form such services. Micro Fiched

13 C. RETENTION OF RECORDS: Certification of partici-
14 pants, CETA eligibility, books, financial record
15 supporting documents, personnel and other docu-
16 ments pertinent to the Agreement must be main-
17 tained for a period of three years after termina
18 tion of the Agreement.

19 D. None of the participants hired under this Agree-
20 ment shall be utilized for service not covered
21 by the PROJECT ABSTRACT.

22 E. None of the Projects activities covered by this
23 Agreement shall be sub-contracted.

24 14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

25 No person shall on the ground of race, creed, color, handicap,
26 National origin, sex, age, political affiliation, or beliefs be ex
27 cluded from participation in, be denied the benefits of, or be sub
28 jected to discrimination under any program or activities funded in
29 whole or in part with funds under the Act.

30 15. ASSIGNMENTS: This agreement is not assignable by
31 SUBGRANTEE either in whole or in part.

32 16. ALTERATIONS: No alteration or variation of the term

1 of this Agreement shall be valid unless made in writing and signed
2 by the parties hereto.

3 17. WAIVER: The waiver by PROGRAM AGENT of an default,
4 breach or condition precedent shall not be construed as a waiver of
5 the part of the PROGRAM AGENT or any other default, breach or condi-
6 tion precedent, or any other right hereunder. Micro Fiched

7 18. SUCCESSORS: This Agreement shall bind and insure to
8 the successors in interest of PROGRAM AGENT and SUBGRANTEE in the
9 same manner as if such party has been expressly named herein.

10 19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's
11 contractors shall hire or cause or allow to be hired, a person into
12 an administrative capacity, staff position or public service employ-
13 ment position funded under CETA, if a member of his or her immediate
14 family is employed in an administrative capacity for the Sacramento-
15 Yolo Employment Training Agency or PROGRAM AGENT. However, where
16 a state or local statute regarding nepotism exists which is more
17 restrictive than the above policy, the eligible applicant should
18 follow the state or local statute in lieu of the policy.

19 A. The term "member of the immediate family" in-
20 cludes: wife, husband, son, daughter, mother,
21 father, brother, brother-in-law, sister, sister-
22 in-law, son-in-law, daughter-in-law, father-in-
23 law, mother-in-law, aunt, uncle, niece, nephew,
24 step-parent, and step-child.

25 B. The term "administrative capacity" includes those
26 who have overall administrative responsibility
27 for a hiring or supervisory program as set forth
28 in 29 CFR § 99.99.

29 C. The term "staff position" includes all CETA
30 staff positions funded under the Act, such as
31 instructors, counsellors and other staff involved
32 in administrative, training or service activities.

1 Subgrant No. _____ Program Agent

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3

Arthur H. Edwards
Signature of Authorized Officer
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

4

5 Date Feb 7 19 78

Title of Authorized Officer

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Legal Name of Subgrantee

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Perdue
Signature of Authorized Officer

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W. Hill

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Associate Dean for Research

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Title of Authorized Officer

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UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

PERSONNEL OFFICE

DAVIS, CALIFORNIA 95616

January 31, 1978

Micro Fiched

Mr. Ralph Harris
County Executive Office
Yolo County Courthouse
Woodland, CA 95695

Dear Ralph:

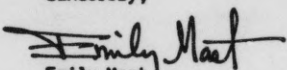
As per our conversation, the University of California, Davis, would like to request the following:

1. That our Special Project under CETA VI - Building Maintenance and Custodial Project (#84C) - be reconsidered by the Yolo County Supervisors for activation at this time.
2. That this project be amended to include 6 Groundskeeper Trainees.

We would like to request that this project run for a period of approximately 7 1/2 - 8 months from approximately mid-February to 30 September 1978.

Attached are estimated budget and job description summaries for this project for your consideration. We understand, that if for some reason funds are not available to continue the project, we will be given fifteen days notice prior to termination of the project.

Sincerely,


Emily Mast
STEP Coordinator
UC Davis

EM:ssa

**BUILDING MAINTENANCE AND CUSTODIAL PROJECT
ESTIMATED BUDGET**

Total Personnel Costs (A & B)	\$ 73,670.40
A. Salaries and Wages	\$ 61,890.00
B. Fringe Benefits	\$ 12,880.40
Total funds requested (Equals total personnel costs)	\$ 73,670.40
Total positions requested	12
Average cost per position requested (total budget divided by number of positions)	\$ 6,139.20

JOB TITLE	MONTHLY SALARY	FRINGE BENEFIT	# OF MONTHS	TOTAL COST PER POSITION
Custodian	681.00	137.56	90	\$ 73,670.40
				Micro Fiched

Duration of Projection

Estimated from 2/15/78 to 9/30/78

Total Personnel Costs (A & B)	\$ 45,057.15
A. Salaries and Wages	\$ 37,485.00
B. Fringe Benefits	\$ 7,572.15
Total Funds requested (Equals total personnel costs)	\$ 45,057.15
Total positions requested	6
Average cost per positions requested (total budget divided by number of positions)	\$ 7,507.53

JOB TITLE	MONTHLY SALARY	FRINGE BENEFIT	# OF MONTHS	TOTAL COST PER POSITION
Groundskeeper Trainee	833.00	168.27	45	\$ 45,057.15

Duration of Projection

Estimated from 2/15/78 to 9/30/78

CUSTODIAN

JOB DESCRIPTION

Custodians perform cleaning, housekeeping and/or general maintenance duties in offices, classrooms, laboratories, auditoriums, gymnasiums, operating rooms, patient wards, private rooms, restrooms, lounges, hallways and/or other designated public or private areas of a campus facility; and perform other related duties as required. A campus facility may include but is not limited to buildings under the jurisdiction of the Physical Plant, Residence Hall and Hospital Divisions. Custodians may work individually or as part of a team in cleaning and/or maintaining assigned work areas. Incumbents may experience varying degrees of contact with the public depending on the nature, location and assigned hours of work.

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Incumbents typically sweep, mop, wax, dust, clean and/or polish floors, stairs, hallways, corridors, walls, moldings, outside steps, terraces, windowsills and other designated areas; dust, clean, wax and/or polish furniture, woodwork, light fixtures, venetian blinds, radiators, grills, ducts, blackboards, filing cabinets and other designated areas of equipment; mop, clean and/or disinfect restrooms, shower rooms and/or locker rooms with responsibility for replenishing supplies; wash doors, partition glass, mirrors, showcases, glass panels, inside windows, and outside windows at ground level; polish metal fixtures; empty and clean ashtrays, wastebaskets, and other receptacles; unstop minor drain stoppages; and vacuum rugs, draperies, upholstered furniture, mattresses, pillows and other designated materials.

Under close supervision, incumbents typically perform unskilled and semi-skilled duties as outlined. In addition incumbents may make beds, turn mattresses, and change linen as required; may collect, prepare and transport soiled linen for laundering; and may assist in the moving and arranging of desks, chairs, beds, benches, tables and other types of furniture as requested.

MINIMUM QUALIFICATIONS

Ability to read, write, follow oral and written instructions.

GROUNDSKEEPER

JOB DESCRIPTION

Groundskeepers perform a variety of semi-skills and skilled grounds maintenance and gardening tasks; and perform other related duties as required.

Incumbents typically work as a part of a regular crew involved in the care and maintenance of plants, shrubs, trees, hedges, flowers, lawns and hard surfaced areas on the grounds of a campus or related facility; mow lawns and fields; edge around walks, flower beds, walls and similar areas; trim and prune shrubs, hedges and trees; prepare and fertilize soil for planting; spray landscaped areas with insecticides and herbicides; hoe weeds and rake lawns; water various ground areas by hand or by operating the sprinkler system; perform minor maintenance on hard surfaced areas such as walks and roadways; operate trucks, power mowers, power edgers, and a variety of attachments and hand ground equipment or tools; service and make minor repairs or adjustments to equipment; may lay out and maintain athletic fields; and may use carpentry tools in simple construction of facilities such as wooden retaining walls.

MINIMUM QUALIFICATIONS

Ability to follow oral and written instructions; one year of experience in grounds maintenance or gardening; or an equivalent combination of education and experience.

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PROPOSAL FORMAT

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FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name Building Maintenance & Custodial Project

Organizational Name University of California

Organizational Address 312 Mrak Hall, UCD, Davis, CA

Telephone Number 752-6710

Director's Name Allen G. Marr, Dean Graduate Division

Person(s) to Contact Emily Mast, Manpower Coordinator

Authorized Signature *Turku*

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

* Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? Extraordinary Building Maintenance ...
and Custodial Work _____ Micro Filled

b. What are the expected results of this project? The classrooms, furniture,
stairways and halls will be brought up to cleanliness standards thus
saving the need for painting.

c. What is the Public Service provided by this project? Improved mainten-
ance of educational buildings.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

Building Maintenance

Clean machinery rooms, supply air wells and plenums.

Custodial

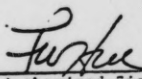
Upgrade classroom cleaning by washing walls and classroom furniture.

Upgrade hallway and stairway cleanliness by washing walls, stairs and handrails.

5. Geographic area to be served by the Project: Yolo County

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐ Micro Fiched
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐


Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The University of California, Davis has had a sophisticated Manpower Program since 1968. The campus has participated in EEA-REP; New Careers; CETA, Titles I, II, III, VI; Dept. of Rehabilitation - OJT; WIN-COD, Social Security Disability Income (SSDI) and a variety of youth jobs such as NYC and ROP.

4. Budget

Total Personnel Costs (A & B) \$ 34,809.60
 Attach itemized fringe benefits

A. Salaries and Wages \$ 28,098.00 + 1,092 Shift differential

B. Fringe Benefits \$ 5,619.60 on salary only

Total funds requested (Equals total personnel costs) \$ 34,809.60

Total positions requested 5

Average cost per position requested (total budget divided by number of positions) \$ 6,961.80

Complete the following information for each position requested.
 Attach job description sheet for each job title listed.*

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<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
Custodian	669.00	133.80	42	33,717.60
Shift differential	26.00		42	1,092.00

Duration of Projection

Estimated from 7-1-77 to 6-30-78

*Attach additional sheet if necessary.

CUSTODIAN

JOB DESCRIPTION

Custodians perform cleaning, housekeeping and/or general maintenance duties in offices, classrooms, laboratories, auditoriums, gymnasiums, operating rooms, patient wards, private rooms, restrooms, lounges, hallways and/or other designated public or private areas of a campus facility; and perform other related duties as required. A campus facility may include but is not limited to buildings under the jurisdiction of the Physical Plant, Residence Hall and Hospital Divisions. Custodians may work individually or as part of a team in cleaning and/or maintaining assigned work areas. Incumbents may experience varying degrees of contact with the public depending on the nature, location and assigned hours of work.

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Incumbents typically sweep, mop, wax, dust, clean and/or polish floors, stairs, hallways, corridors, walls, moldings, outside steps, terraces, windowsills and other designated areas; dust, clean, wax and/or polish furniture, woodwork, light fixtures, venetian blinds, radiators, grills, ducts, blackboards, filing cabinets and other designated areas of equipment; mop, clean and/or disinfect restrooms, shower rooms and/or locker rooms with responsibility for replenishing supplies; wash doors, partition glass, mirrors, showcases, glass panels, inside windows, and outside windows at ground level; polish metal fixtures; empty and clean ashtrays, wastebaskets, and other receptacles; unstop minor drain stoppages; and vacuum rugs, draperies, upholstered furniture, mattresses, pillows and other designated materials.

Under close supervision, incumbents typically perform unskilled and semi-skilled duties as outlined. In addition incumbents may make beds, turn mattresses, and change linen as required; may collect, prepare and transport soiled linen for laundering; and may assist in the moving and arranging of desks, chairs, beds, benches, tables and other types of furniture as requested.

MINIMUM QUALIFICATIONS

Ability to read, write, follow oral and written instructions.

6. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

Mr. Robert P. Koehler, Administrator of the Physical Plant Department, will be the Project Supervisor.

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9. List the members of your Board of Directors. Please include the occupation and employer of each member.

Board Member

Occupation and Employer

The organization and governance of the University is entrusted to a corporation called the Board of Regents. Of the individuals comprising the Board, 13 are prominent California citizens appointed by the Governor; seven members of the Board, including the President of the University and the Governor of California, serve ex-officio. A student Regent is selected each year from a list of names submitted to the Board by the Student Body President's Council.

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10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

The Building Maintenance/Custodial Project is designed to upgrade the maintenance and cleaning of facilities of the University. The work to be done includes cleaning machinery rooms and supply air wells. It also includes washing walls and furniture in classrooms and upgrading hallway and stairway cleanliness by washing walls, stairs and handrails.

Time-frame for this project is:

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PHASE I - Recruitment and Selection - approximately 22 working days.

PHASE II - Clean machinery rooms, supply air wells and plenums around filter banks.

Begin upgrading classroom cleaning by washing walls and classroom furniture.

Three months

PHASE III - Complete classroom cleaning.

Upgrade hallway and stairway cleanliness by washing walls, stairs and handrails.

Six months.

PHASE IV - Activities for job placement for those not transitioned to full-time unsubsidized employment - approximately 10 days.

Mr. Robert P. Kelleher, Administrator of the Physical Plant Department, will be the supervisor of the Project.

11. a. State in detail what community need this project fulfills.
- b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
- c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

The University is like a city within a city providing most if not all of the utilitarian type services that a city provides. The buildings of this "city" are in constant need of maintenance and custodial work. Most of this work can be done on an on-going basis - like scrubbing and waxing classroom floors. However, there is other Maintenance/custodial work that by its very nature - requires person hours over and above the routine maintenance/custodial work. The campus has over 300 buildings that need a once a year "wash down". This project will fulfill the campus community need of providing that upgrading of cleanliness.

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The need for this project was determined through discussions with the personnel responsible for the maintenance and cleanliness of the physical plant of the UC Davis campus. This is a project of short duration for which there are no current resources.

In all probability the campus community would not be aware that the project was being done - the community assumes that buildings will be maintained in a clean manner. However, if the project is not done - and it will not be without the personnel provided by CETA VI funds - the condition of the buildings will become such that the dirty walls, furniture and stairwells will become very noticeable. At that point, the campus community would begin to place a high priority on a project of this nature.

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

<u>4,342</u>	Professional	<u>1,000</u>	Skilled
<u>500</u>	Semi-Professional	<u>700</u>	Unskilled
<u>2,500</u>	Clerical	<u>300</u>	Semi-Skilled

TOTAL 9,342

* These figures are approximate

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13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The manpower recruitment and selection will be conducted through the UCD Manpower Program Office. This office has the responsibility for the coordination of all manpower programs on campus.

The operations of the Building Maintenance/Custodial Project will be carried out by the Physical Plant Department. This department has the responsibility for the total maintenance of the buildings and grounds of the University of California, Davis campus.

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14. Describe the organizational planning that has been done for the Project to ensure its operational success.

1. Responsibility for project operations has been made
2. Tasks have been assigned
3. Tentative time-frame for work completion has been determined
4. Job descriptions have been prepared
5. Supervisors have been designated
6. Orientation and other needed training has been determined
7. Recruitment will take place through Project MOVE who will insure that the persons referred are CETA VI eligible.

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15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	October 1, 1976 September 30, 1977	18	\$ 89,052.00
II	Nothing at present		Micro Fiched
III	Nothing at present		
VI	October 1, 1976 September 30, 1977	30	\$ 214,419.00
TOTAL		48	\$ 303,471.00

Comments:

1. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING: (What will be accomplished)
Work Incentive Program IV	October 1, 1976 September 30, 1977	(9 months) \$234,794.25	Provide on Job Training for WIN participants
Work Incentive Program V	July 1, 1977 - June 30, 1978	(6 months) \$201,169.08	Provide On Job Training for WIN participants
			Micro Fiched
TOTAL			

Comments:

If a WIN V contract is awarded, the WIN IV contract will terminate and the unused funds will be transferred to the WIN V contract.

If the WIN V contract is not awarded, then the WIN IV contract will continue until it's completion September 30, 1977.

Signature Page

In order for your Project to be funded by the S'ETA, these documents (whichever are applicable to your organization) must be filed in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

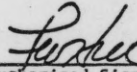
Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

The University of California is chartered by the State of California as a non-profit educational institution under the Organic Act of 1868. Therefore, the above are not applicable to the University of California, Davis.

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I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/President of their governing body sign as the authorized signature.)



Authorized Signature

April 14, 1977

Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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- b. It will comply with OMS Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

- b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
- c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. Micro Fiched
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
Micro Fiched
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- Micro Fiched
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:
- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and

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collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

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In addition the applicant will assure that:

(1) only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

D. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO

(Legal Name of Applicant)

BOARD OF SUPERVISORS
Yolo County Courthouse
P.O. Box 1098
Woodland, CA 95695

(Address)

Arthur H. Edmonds

(Signature of Authorized Officer)

Micro Fiched

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized Officer)

2-1-78

(Date of Application)

FILED

FEB 14 1970

LAURENCE P. HENIGAN, Clerk

By *[Signature]* DeputyAGREEMENT NO. 74-82(Agreement for the Acquisition of LESSEE's
Interest in Real Property)

THIS AGREEMENT made and entered into this 14th day of
February, 1977, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter
referred to as COUNTY, and MICHAEL LEAR and MARK LEAR, hereinafter
referred to as LESSEES,

W I T N E S S E T H :

MICRO FILMED

RECITALS:

1. COUNTY has entered into Agreement No. 74-155 by the terms of which COUNTY purchased the real property described therein, which real property is subject to an unrecorded lease, dated October 1, 1972, and this agreement is an addendum to said agreement, and the consideration for this agreement is in the mutual covenants contained therein.
2. Said lease is attached hereto, marked Exhibit "A", and incorporated herein by reference thereto. The undersigned LESSEES represent that they are in possession of the said demised real property, and that they have not assigned their interest in same to any person or persons, and that said lease represents and embodies all of their interests and claims to said demised property.
3. COUNTY wishes to occupy and use a portion of said leased property, 23 acres, more or less, which parcel of real property is described in the map or sketch of same, designated Exhibit "B", and incorporated herein by reference thereto.

AGREEMENTS:

1. LESSEES do hereby transfer, assign, and convey to COUNTY all of their rights and interests in and to said parcel designated in Exhibit "B", including all of their interests therein created and existing by virtue of said lease.

1 2. COUNTY shall be entitled to possession of said parcel, when
2 it is required for the expansion of the Central Landfill
3 site, approximately April 1, 1978, without liability for
4 crop damage.

5 IN WITNESS WHEREOF, the parties hereto have executed
6 this agreement as of the day and year hereinabove set forth.

7 COUNTY OF YOLO, a political subdivi-
8 sion of the State of California

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9 By Attilio P. Piro
10 CHAIRMAN OF THE BOARD OF SUPERVISORS

11 ATTEST:

12 LAURENCE P. HENIGAN, CLERK

LESSEES -

13 BY Walter E. Lucas
14 DEPUTY

Michael Lear
MICHAEL LEAR

(SEAL)

Mark Lear
MARK LEAR

15
16
17 APPROVED AS TO FORM:

18 DATED 3/7/78

19 Robert E. Standy
20 County Counsel of Yolo County
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LEASE

THIS AGREEMENT OF LEASE, made and entered into this 1st day of October, 1972, by and between Marjorie and John M. Lear, hereinafter designated "LESSOR", and Michael and Mark Lear designated "LESSEE",

WITNESSETH

That the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee does hereby lease, hire and take from the Lessor all that certain real property situate in the County of Yolo, State of California and particularly described as follows:

200 Acres more or less located in the South half ^{Micro Fished}
of Section 30, T. 9 N., R. 3 E., M.D.B. & M.

The term of this lease shall be for a period of seven(7) years commencing on October 1, 1972, and terminating November 15, 1979; however this lease may be extended to April 15, 1980 to accomodate overwinter sugarbeet harvest. Lessee shall retain rights of possession of land in growing crops until such crops are harvested.

The property shall be used by Lessee for the purpose of farming the crops specified below and shall be used for no other purpose or purposes. The rent for the premises shall be on a crop share basis as follows:

Sugar beets	Twenty percent(20%) of gross to Lessor
Field corn	Twenty-five percent(25%) " " " " " "
Milo	Twenty-five percent(25%) " " " " " "
Tomatoes	Fifteen percent (15%) " " " " " "
Wheat	Thirty-three and a third(33 1/3) " "

Lessor to pay his share of drying costs, if applicable, on field corn or milo. Sugar beets delivered to dump.

It is understood that Lessee may farm said premises in any manner in which he desires during the term hereof, providing that such farming operation are in accordance with good farming practice in the neighborho

Exhibit "A"

It is understood and agreed that Lessee shall have all rights of possession of said premises during the term hereof.

Lessee shall not assign this lease or sublet the said premises or any part thereof without the written consent of the Lessor. Neither this lease nor any interest therein of the Lessee shall be assignable or transferable by operation of law.

It is understood and agreed that this lease is made subject to any existing oil, gas and mineral lease now executed by the Lessor, or any other oil, gas and mineral lease now executed by the Lessor, or any other oil, gas and mineral lease that may be hereafter by the Lessor during the term hereof, and Lessor does hereby assign to Lessee all rights that he may have under such oil, gas or mineral lease or leases to collect any damage to crops or other improvements on said premises suffered by reason of removal operations of gas, oil or other minerals therein during the term hereof.

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Unless Lessor otherwise instructs, Lessee shall market Lessor's share of the crops along with Lessee's share, accounting to Lessor for its share thereof. Any and all contracts or agreements for the sale of crops which shall include Lessor's portion thereof shall be submitted to Lessor for its approval.

Lessor and Lessee shall be tenants in common in proportion to their respective interests in the crops grown upon the leased premises, and Lessor's interest therein shall under no circumstances be affected in any manner by any mortgage or other encumbrances made or suffered to be placed by Lessee upon Lessee's share of said crops. In all instances where shares are sold jointly, the buyer is hereby authorized to pay Lessor's share of the gross proceeds in the percentage above specified directly to Lessor.

Lessee agrees to carry adequate Workmen's Compensation Insurance and Public Liability and Property Damage Insurance.

Lessee agrees to pay all electric charges and supply maintenance.

Time is the essence of this contract.

The terms of this lease shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Micro Fiched

Margie Lear John H. Lear
MARGIE LEAR JOHN H. LEAR
"Lessor" "Lessor"

Michael Lear Mark Lear
MICHAEL LEAR MARK LEAR
"Lessee" "Lessee"

Book
YOLO COUNTY
AGREEMENT NO. 78-83

AGREEMENT BETWEEN
YOLO COUNTY MENTAL HEALTH SERVICES

As Service Provider
and

LED
FEB 24 1978

COMMUNITY SERVICES PLANNING COUNCIL, INC./
AREA 4 AGENCY ON AGING (hereinafter referred to as AAAA)
Upstairs at 1632 Tribute Road
Sacramento, California 95815

LAURENCE P. HENIGAN, Clerk
By..... PETE E. LUCAS
Deputy

- A. Name and principal address of Service Provider (hereinafter referred to as SERVICE PROVIDER):
YOLO COUNTY MENTAL HEALTH SERVICES, Catherine Mazden, Older Adult Nurse
P. O. Box 1217-213 W. Beamer St., Woodland, CA 95695 916/666-8363 Micro Fiched
- B. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964, dated January 18, 1965, applies to this application.
- C. Maximum total funds available for this project: \$ 13,745
- D. Beginning date January 1, 1978 and ending date December 31, 1978 of this agreement.
- E. No expenditures whatsoever may be made after the following date:
December 31, 1978
- F. Addresses of Project Sites:
1. 350 C Street, Broderick, CA 95605 916/372-3290
 2. _____
 3. _____
- G. Service Provider's Application Number and Program Title: 180-3
SENIOR CITIZENS DAY TREATMENT/OUTREACH PROJECT
- H. Name of Insurance Carrier: Walker & Company, 800 West 6th St., Los Angeles, CA 90017
Description of Policy: Comprehensive Liability including Malpractice
Limits of Policy: \$1,000,000+
Effective Dates of Policy: January, 1976 until cancelled
Name and Address of Agent: Walker & Company, 800 West 6th St., Los Angeles, CA 90017

I. SERVICE PROVIDER shall manage service operations of the project on such days, at such times as is set forth in the attached application, and at such sites stated on line F above. Project sites, services provided, and provision for service delivery may be revised from those stated in this agreement only as agreed upon by the SERVICE PROVIDER and A4AA.

1. SERVICE PROVIDER shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

2. SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment and occupational safety.

a. Title III funds will not be used to replace or supplant ongoing programs or personnel.

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b. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

3. If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

a. The equipment purchased in this project will be used in future Title III projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any subsequent Title III programs will be purchased only if it cannot be secured from other Title III programs, excess or surplus property.)

b. The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, the SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

4. SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

5. SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and the State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workman's Compensation Insurance.

6. SERVICE PROVIDER and agents and employees of Service Provider, in the performance of this agreement, shall act in an independent capacity and not as offices, employees or agents of the State of California or the A4AA.

7. SERVICE PROVIDER shall procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of \$300,000 for injury or death of one person in any one accident; \$500,000 for injury or death of two or more persons in any one accident; and \$100,000 for property damage in any one accident.

a. SERVICE PROVIDER shall furnish A4AA with certificates of insurance to demonstrate that it has procured the required insurance.

b. SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all capital equipment purchased under this agreement.

8. SERVICE PROVIDER shall submit monthly reports of expenditures made to the A4AA by the 5th working day of the following month. Reports shall be submitted on forms provided by A4AA.

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9. All records of SERVICE PROVIDER bearing upon service operations and fiscal administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health Education and Welfare, and the General Accounting Office shall be granted access to such records upon request.

10. SERVICE PROVIDER shall provide the A4AA with an audit by a Certified Public Accountant, or in cases of public entity, an ending financial statement signed by Service Provider's Chief Auditor, within thirty (30) days after the end of the project year.

J. The A4AA shall make such payments to the Service Provider monthly on or before the 15th day of the month based upon cash on hand and projected requirements for the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in Item C above.

1. SERVICE PROVIDER shall maintain a separate account for all project funds, expend the same solely for the purpose of the project, and refund to the A4AA any unencumbered amounts upon termination of this contract period.

K. The A4AA may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, A4AA may proceed with the work in any manner deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the Service Provider upon demand.

1. SERVICE PROVIDER may terminate this agreement at any time by giving the A4AA two (2) weeks written notice.

2. This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

L. Time is of the essence for each and all of the provisions of this agreement and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

- M. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing between two (2) parties hereto, shall be binding on any of the parties hereto.
- N. ALL conditions applicable to the master contract between the Community Services Planning Council, Inc., and the State of California, Department of Aging, for Calendar Year 1977 shall cover this contract.
- O. Implementation of this contract, in whole or in part, is contingent upon the approval by the California Department of Aging of currently pending CY77 Plan amendments and related spending authority. In the absence of such approval and authorization, CSPC/A4AA and the service provider are relieved of all obligations contained herein.

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FOR COMMUNITY SERVICES PLANNING COUNCIL, INC.

James W. Hils
Executive Director

1-17-78

Date

FOR SERVICE PROVIDER

Orthon, MD

12-20-77

Date

FOR AREA 4 AGENCY ON AGING

Deanna La
Director

12-21-77

Date

x Arthur H. Johnson
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

APPROVED TO FORM

R. M. D. A. T.
County Counsel of Yolo County

ATTACHMENTS TO THIS AGREEMENT:

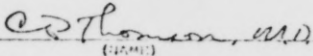
- A. Application forms 4-13, 4-14, 4-15, 4-16 and Assurance of Compliance;
- B. Performance Standards dated 12/14/77.

bb.9.13.77

ATTACHMENT A
CONTRACT #180-3
YOLO COUNTY MENTAL HEALTH
SERVICES

APPLICATION FOR PROJECT AWARD UNDER TITLE III OF THE OLDER AMERICANS ACT

PART I - FACE SHEET

1. TITLE OF PROJECT: Senior Citizens Day Treatment/Outreach Project					Micro Fiched	
2.A. TYPE OF APPLICATION:			B. DATES OF PROJECT PERIOD		FROM	THROUGH
☐ New ☐ Revision ☒ Continuation ☐ Supplement					1/1/78	12/31/78
3. APPLICANT AGENCY (Name, Street, City, State, Zip, Telephone): Yolo County Mental Health Services P.O. Box 121 - 213 W. Beamer St., Woodland, California 95695 916-666-8363			4. PROJECT DIRECTOR (Name, Title, Street, City, State, Zip, Telephone): Catherine Mozdzen, PHN Older Adult Nurse 350 C Street Broderick, California 95605 916-372-3290			
5. TYPE OF AGENCY:						
☒ Public Agency ☐ Private Non-Profit ☐ Private For Profit						
6. PROPOSED OPERATING BUDGET FOR PROJECT PERIOD:		TITLE III	NON-FEDERAL MATCH	TOTAL	OTHER	
		\$13,745	\$ 1,527	\$ 15,272	\$	
7. NAME, TITLE, ADDRESS OF OFFICIAL AUTHORIZED TO SIGN FOR APPLICANT AGENCY: Captane P. Thomson, M.D. Chief, Mental Health Services 213 W. Beamer St. Woodland, Ca. 95695			8. PAYEE (Specify to Whom Checks should be Mailed; Name, Title, Address): Treasurer of Yolo County P.O. Box 1097 Woodland, California 95695			
9. TERMS AND CONDITIONS: It is understood and agreed by the undersigned that: 1) funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of the Area Agency, the State Aging Unit and the Administration on Aging, U.S. Department of Health, Education and Welfare; 2) any proposed changes in the proposal as approved will be submitted in writing by the Applicant and upon notification of approval by the Area Agency shall be incorporated into and become a part of this agreement; 3) the attached Assurance of Compliance with the DHEW Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the Area Agency may be terminated at any time for violations of any terms and conditions and requirements of this agreement.						
10. SIGNATURE OF PERSON NAMED IN ITEM 7:						
 (NAME)				11-2-77 (DATE)		

II. AGREEMENT BETWEEN APPLICANT AGENCY AND AREA AGENCY ON SUBMISSION OF PROPOSAL

The applicant agency submits this application for contract award under Title III of the Older Americans Act of 1965, as amended, in keeping with the provisions of this Part and the information provided in Parts II and III of this application. The

YOLO COUNTY MENTAL HEALTH SERVICES

(applicant agency)

understands and agrees that the

following provisions are part of the official application and as such become binding upon the conduct of the project subsequent to the award of any funds by CSPC/A4AA (Community Services Planning Council, Inc./Area 4 Agency on Aging).

Micro Fiched

The Applicant Agency:

1. Agrees that the project will be carried out in accordance with Title III of the Older Americans Act; the project regulations issued thereto; the policies and procedures established by the CSPC/A4AA; and the terms and conditions of this application as approved by the Area Agency in making an award of funds.
2. Agrees that where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by CSPC/A4AA for the project. The applicant agency will be held accountable by CSPC/A4AA for all project expenditures; and will ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by CSPC/A4AA. Copies of the proposed subcontracts are submitted for approval by CSPC/A4AA with this application.
3. Agrees to cooperate with CSPC/A4AA in its efforts toward developing a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
5. Agrees to provide CSPC/A4AA with a copy of affirmative action plan for equal employment opportunity.
6. Agrees to actively seek qualified older persons for paid positions on the project.
7. Agrees to make provision for volunteer opportunities for older persons whenever possible.

8. Agrees to cooperate and assist in efforts undertaken by CSPC/A4AA; the California Department of Aging; the U.S. Administration on Aging; or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
 9. Agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
 10. Agrees to keep such records and make reports in accordance with the time schedule provided by CSPC/A4AA and in such form and containing such information as may be required by CSPC/A4AA.
- Micro Fiched
11. Agrees to maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from Area 4 Agency on Aging, and the nature and amount of all charges claimed against such funds. Title III funds received under the provisions of this application will not be comingled with any other funds from any source which are not a part of this project without the written consent of the CSPC/A4AA.
 12. Agrees to have an audit performed of all accounting records pertaining to Title III funds received under this application. If a Government Agency audit will be performed by the appropriate Audit Department of the agency and submitted to CSPC/A4AA within 30-days after the termination of the contract. If a private agency, audit will be performed by a Certified Public Accountant and submitted to CSPC/A4AA within 30-days after the termination of the Contract. Audit cost will be included in the total project costs reflected on the enclosed budget.
 13. Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulation is attached. (See Exhibit A.) Also, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these and any other pertinent Federal regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION AND WELFARE REGULATIONS UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Yolo County Mental Health Services

(hereinafter

(Name of Grantee or Contractor)

called the "Recipient of Award") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient of Award receives Federal financial assistance from

Area 4 Agency on Aging

, a recipient of Federal financial

(Name of Area Agency)

assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient of Award by the Area Agency, this assurance shall obligate the Recipient of Award or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Recipient of Award for the period during which the Federal financial assistance is extended to it by the Area Agency.

Micro Fiched

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient of Award by the Area Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Recipient of Award recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Area Agency or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Recipient of Award, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient of Award.

Dated: 11/9/77

COUNTY OF YOLO

(Recipient of Award)

By

Twyla J. Thompson
(President, Chairman of Board, or
comparable authorized official)

Twyla J. Thompson, Chairman

Yolo County Mental Health Services

213 W. Beamer St., Woodland, Ca., 95695

(Recipient's mailing address)

X Captane P. Thomson, M.D.

Program Chief

Title Board of Supervisors

DETAILED BUDGET FOR SERVICE/PROGRAM COMPONENTS

NAME OF APPLICANT AGENCY: Yolo County Mental Health Services

I. BUDGET CATEGORY	SERVICE/PROGRAM COMPONENTS				TOTAL BUDGET
a. Personnel (attach list showing job description and salary range)	\$ 11,743	\$	\$	\$	\$ 11,743
b. Fringe Benefits	3,077				3,077
c. Equipment (attach list)					
d. Consumable Office Supplies					
e. Other Consumable Supplies					
f. Staff Travel	452				452
g. Other Travel Costs (Identify)					
h. Consultants					
i. Contract Services					
j. Rent of Space					
k. Communication & Utilities					
l. Insurance					
m. Other					
n. Other (Identify)	\$	\$	\$	\$	\$
II. TOTAL BUDGET	\$ 15,272	\$	\$	\$	\$ 15,272
III. STATE FUNDING SOURCE	\$ -	\$	\$	\$	\$ -
IV. FEDERAL FUNDING SOURCE	\$ 15,272	\$	\$	\$	\$ 15,272
V. STATE-FEDERAL MATCH	\$ 1,527	\$	\$	\$	\$ 1,527
VI. TOTAL ALL FUNDING SOURCES	\$ 13,745	\$	\$	\$	\$ 13,745
OTHER RESOURCES	\$ -	\$	\$	\$	\$ -

BUDGET SUMMARY FOR PROJECT PERIOD

From 1/1/78 To 12/31/78

(PREPARE DETAILED BUDGET SCHEDULES BEFORE THIS PART)

NAME OF APPLICANT AGENCY:

I. BUDGET CATEGORY (1)	Adminis- trative Costs (2)	Service Costs (3)	Non- Federal Match (4)	Total Project Costs (5)
a. Personnel (attach list showing job descrip- tion and salary rate)	* \$ 1,761	\$ 8,455	\$ 1,527	\$ 11,743
b. Fringe Benefits	300	2,777		3,077
c. Equipment (attach list)				Micro Fiched
d. Consumable Office Supplies				
e. Other Consumable Supplies				
f. Staff Travel		452		452
g. Other Travel Costs (Identify)				
h. Consultants				
i. Contract Services				
j. Rent of Space				
k. Communication & Utilities				
l. Insurance				
m. Audit by county at no cost to project				\$
n. Other Identify				
II. TOTAL PROJECT COSTS	\$ 2,061	\$ 11,684	\$ 1,527	\$ 15,272
III. LESS: PROJECT INCOME (Contributions)				\$ 0
IV. PROJECT NET COSTS				15,272
V. LESS: LOCAL NON-FEDERAL PARTICIPATION			✓	\$ 1,527
VI. FUNDS REQUESTED FROM TITLE III			✓	\$ 13,745

*15% of Title III funds

SCHEDULE OF NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
A. CASH RESOURCES	\$
	Micro Filled
SUB-TOTAL	\$
B. IN-KIND RESOURCES	\$
Public Health Nurse 1 386.62/hr. - 231 hours	1,527
SUB-TOTAL	\$
TOTAL	\$ 1,527

ESTIMATED PROGRAM OUTPUT

1. Unduplicated number of older persons to be served directly 200
2. Unduplicated number of older low income persons to be served 60
3. Unduplicated number of older volunteers to serve project 2
4. Unduplicated number of older persons to be reached through mass media _____
5. Geographic area (Target Area) to be served Yolo County
6. Will project serve Target Area? yes XX no _____
7. Service to be provided through: Senior Center _____ Day Care Center _____
Other Comm. Mental Health Ctr.

Micro Fiched

8. Ethnic Composition of Elderly to be served by project:

	Number
Negro/Black	
Native American	
Mexican American	
Oriental	
All others: Specify <u>111-112</u>	
Estimated 17% Minority Sr. Cit. participation.	

9. If more than one service or activity is proposed please list below
- | | # of older persons served |
|--|---------------------------|
| Socialization Activities | 15 |
| 1. Occupational Therapy | |
| 2. Medical/Nursing Supervision | |
| 3. Socialization activities | |
| 4. Transportation | |
| 5. Liaison & coordination with Comm. Health providers. | |
| Outreach | 200 |
| 1. Outreach home visits to isolated senior citizens | |

10. List project's linkage with other programs serving the elderly.

NAME OF OTHER PROGRAMS

Davis Senior Citizens Center
 Broderick Christian Center
 Yolo County Public Health Services
 Yolo County Welfare Department
 Yolo County Economic Opportunity Commission
 Mexican American Concilio - I & R Center

NOTE: Section VII should be completed on separate sheets in accordance with instructions included in guide prior to submittal to the Area Agency.

To:

BOARD OF SUPERVISORS
Yolo County, California

Date: November 8, 1977
Entry No 9

File:

Micro Fiched

MINUTE ORDER NO. 77-1353: TOOK THE FOLLOWING ACTIONS:

- 1- DEFERRED ACTION, REGARDING THE RECLASSIFICATION TO DETOXIFICATION NURSE TO BECOME EFFECTIVE WHEN THE DETOXIFICATION UNIT ACTUALLY IS IN OPERATION, AND WHEN ANNE SOLEM IS ACTUALLY PERFORMING THE DUTIES, IN ORDER TO LET RON MCGEE GIVE THE BOARD OF SUPERVISORS ADDITIONAL INFORMATION.
- 2- APPROVED THE SENIOR CITIZENS OUTREACH DAY TREATMENT PROJECT APPLICATION AS SUBMITTED BY MENTAL HEALTH SERVICES FOR \$13,745.00 FROM AREA 4 AGENCY ON AGING, IN ACCORDANCE WITH A COPY FILED WITH THE CLERK, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE APPLICATION SO THAT IT CAN BE SUBMITTED TO AREA 4 AGENCY ON AGING PRIOR TO NOVEMBER 10, 1977.

Upon motion of Supervisor Marchand, seconded by Supervisor Edmonds, and duly carried, the Above Minute Order was so ordered by the following vote:

Ayes: Duncan, Barton, Edmonds, Marchand, Thompson.

Noes: None.

Absent: None.



DEPARTMENT OF HEALTH
MENTAL HEALTH SERVICES

#180-3

COUNTY OF YOLO

Woodland, California

95695

B. Otis Cobb, M.D., Director
Captane P. Thomson, M.D., M.S. Hyg., Program Chief

- ☐ 201 W. BEAMER, P.O. BOX 1217, WOODLAND, CA (916) 636-8305
- ☒ 213 W. BEAMER, P.O. BOX 1217, WOODLAND, CA (916) 636-8363
- ☐ 350 C ST., BRODERICK, CA 95605 (916) 372-3290
- ☐ 510 5th ST., DAVIS, CA 95616 (916) 756-8604

November 10, 1977

Micro Fiched

Ms. Deanna Lea, Director
Area 4 Agency on Aging
Upstairs, 1832 Tribute Road
Sacramento, California

RECEIVED
NOV 10 1977

Dear Ms. Lea:

Enclosed please find our grant application and project narrative for continuation (expansion) funding for our Senior Citizen Outreach/Day Treatment Project. We have received the endorsement of the Yolo County Board of Supervisors (see enclosed Minute Order). The Yolo County Commission on Aging endorsed the application on Thursday, November 3, 1977. A letter to this effect is enclosed.

Certain developments in Yolo County have made possible an expansion of our effort if third year funding of our Project is approved. Please refer to the enclosed cover letter for further clarification.

We appreciate this opportunity to apply for funding support through 1978. If awarded, it will enable us to expand and further develop our efforts in locating and making contact for referral/treatment purposes to our isolated, hard-to-find older adults. It will represent another step toward comprehensive health services for the elderly in Yolo County.

Sincerely,

Catherine A. Mozdien, PHN
Catherine A. Mozdien, PHN
Older Adult Project

Capt P. Thomson
Captane P. Thomson, M.D.
Program Chief

CAM:CPT:er
Enclosures



County of Yolo
Woodland, California

COMMISSION ON AGING
120 COURT STREET
WOODLAND, CALIFORNIA 95693
TELEPHONE 466-4343
AREA CODE 916

November 4, 1977

Micro Fiched

TO: Twyla J. Thompson, Chairman
and Members of the Board of Supervisors

FROM: Commission on Aging

SUBJECT: Senior Citizen Outreach Program Grant Proposal (Budget Unit
506-1)

A special meeting of the Yolo County Commission on Aging, held November 3, 1977. The members unanimously voted to approve the above grant and recommend that the Board of Supervisors also approve this.

Commission members present were: Helen Baranoff, Glen Burch, Margaret Crawford, Genevieve Dexter, Ellis W. Hall, Harry Jager, Rev. Lee R. Lindsay, Warren Westgate, Gertrude P. Williams and Myra Gable.

Marguerite Jull
(Mrs.) Marguerite Jull
Secretary



DEPARTMENT OF HEALTH
MENTAL HEALTH SERVICES

COUNTY OF YOLO

Woodland, California

95695

B. Otis Cobb, M.D., Director
Captane P. Thomson, M.D., M.S. Hyg., Program Chief

- ☐ 201 W. B. AMER, P.O. BOX 1217, WOODLAND, CA (916) 6-6-8305
- ☐ 213 W. B. AMER, P.O. BOX 1217, WOODLAND, CA (916) 6-6-8363
- ☐ 309 C. S. BRODERICK, CA 95605 (916) 372-3290
- ☐ 510 5th ST., DAVIS, CA 95616 (916) 726-8604

November 1, 1977

Mr. Deanna Lea, Director
Area Four Agency On Aging
Unstairs At 1832 Tribute Road
Sacramento, California 95815

Micro Fiched

Dear Ms. Lea:

Yolo County Mental Health Services would like to apply for funds to continue the Senior Citizens Health Outreach/Day Treatment Project presently funded by the Area 4 Agency on Aging. There have been important developments in Yolo County which make possible an expansion of our current project. Realizing that A4AA funds are seed monies only, the Mental Health Services planning staff requested that the Senior Citizen nurse position currently funded by A4AA be established as a permanent Mental Health position. In August of 1977, the Yolo County Board of Supervisors approved this budgetary change.

During the present funding period, the project PMN has been working with the Day Treatment Seniors (eight have participated thus far), 18 hours per week, and doing outreach/mental health counseling 22 hours per week. She has been unable to do as much outreach as is needed in the more rural Winters, Esparto and Knights Landing areas due to the demand in the more populated parts of the county.

The PMN has identified many elderly persons in need of a socialization group. They do not need the intensive level of psychiatric day treatment found at Stepping Stone (Broderick). She has also received referrals from the Davis Senior Citizens Center for this type of service.

The project nurse discussed the possible expansion of the Senior Citizen Program with community persons and Mental Health Services staff. She then consulted with Mr. Dave Soto, Program Evaluator--A4AA regarding the future of the project. As a result of these discussions, a proposal to expand the project for CY '78 was developed with the following objectives:

1. Make unduplicated in-home contacts for health assessment and referrals to 200 isolated Yolo County Senior Citizens by December of 1978; 40 will be Mexican-Americans.
2. Expand available day services by setting up a socialization/activity group with 10 to 15 of the isolated elderly in need of service. These persons

November 1, 1977

are functioning on a borderline level--socially and emotionally; demonstrating symptoms such as confusion, memory loss, disorientation and depression.

To accomplish these objectives, Yolo County Mental Health Services would like to request that the '78 AAAA grant monies be used to employ a 3/4 time Mental Health Nurse for one year only (this is third year of grant). If funded, the 3/4 time Mental Health Nurse would spend 20 hours per week doing outreach, primarily in the west end of the County to isolated seniors to assess their health needs and to make appropriate referrals. Emphasis would be in searching out low-income and minority elderly. She would spend 10 hours per week (two half days) conducting a socialization group with 10 to 15 of the seniors identified as needing such a service. This would be a reality-oriented group offering an environment where physical and emotional needs and limitations of the elderly are respected. It would provide an opportunity to interact with others, to promote the feeling of a supportive group of helping relationships. In this group, individual attention and encouragement can be given, activities such as scheduled exercise, crafts, training to redevelop manual dexterity and eye-hand coordination, etc., can be offered. This group would also provide a respite time for the children with whom many of these elderly reside.

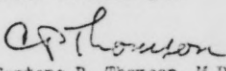
Micro Fiched

In summary, the proposed expansion of this project allows us to broaden our scope of services to seniors. It also represents a significant step toward a comprehensive, coordinated service system for older persons by seeking out isolated elderly, assessing their health needs, and referring potential recipients of service to appropriate community resources.

Evaluation will be based on the stated objectives.

Sincerely,

Catherine Mozden, P.H.N., B.S.
Older Adult Program


Captane P. Thomson, M.D.
Program Chief

CM/CPT:ees

SENIOR CITIZEN HEALTH OUTREACH/DAY TREATMENT PROJECT

PROJECT NARRATIVE:

1. Project Background:

- A. Yolo County has a population of 103,685 people (1975 census). Of this, approximately 11,000 are elderly (over 60). The highest concentrations of older adults live in the East Yolo area, encompassing Broderick, Elyse and West Sacramento. We have significant numbers of low-income and minority elderly in Yolo County. The majority of the low-income and minority elderly reside in the rural areas of Esparto, Winters, Broderick and Pryte. Fifteen to nineteen percent of the Woodland and Knights Landing elderly are below the poverty level. Twenty to twenty-five percent are below poverty level in the East Yolo, Esparto and Winters area.

Micro Fiched

- B. Health Care has been determined by our own project data, community input, and AHA as a priority service need of seniors in Yolo County. Over twenty percent of seniors in our area are low income (especially in the Esparto, Winters, Broderick, Elyse areas). Many of our elderly are living in socially and economically impoverished environments. Due to the above factors and other variables, more than ten percent of all seniors suffer from either depression or other chronic, physically/emotionally disabling condition.

2. Proposed Service/Program Objectives: to be carried out by the 3/4 nurses.

A. Objectives.

1. Outreach.

- a. Through outreach visits, locate 200 isolated elderly persons, assess their health needs and make appropriate referrals to community health providers.
- b. Estimate 450 home visits during grant year.
- c. This service program will provide a mechanism for a coordinated, comprehensive evaluation and referral system for older persons to health providers.

2. Socialization Group.

- a. Ten to fifteen persons will be identified who would benefit from a socialization/supervision activity group meeting in Woodland two half days per week.
- b. Sixty group meetings through the year.
- c. Increase socialization skills among members.
Restore sense of community.
Improve interpersonal relationships with spouse, children.

B. Time Schedule.

The Outreach Service is an ongoing program now. The grant will be expanding the outreach component of the existing program.

We anticipate the nurse will be hired by February of 1977.

She will immediately, upon being employed, be involved in the expanded outreach effort.

We would anticipate the group starting by March. Through contacts with the Davis Senior Citizens Center I & R, and based on project FBN's former outreach, at least ten persons have already been identified as in need of this service.

C. Recruitment of low-income and minority.

Micro Fiched

Continue with present efforts to work closely with the Welfare Department for low-income referrals. Outreach visits to low-income housing for elderly apartment complexes. Outreach to known low-income areas throughout the county.

Will maintain contact with the Mexican/American Concilio I & R Center to encourage referrals of the minority elderly.

D. Mechanism to assess needs of participants

The nurse will make at least one in-home contact. She will perform an assessment of the mental, physical, social needs of participant. Her contacts will be primarily one-to-one though other family members may also be involved. The types of testing she would use would involve blood pressure screening; testing for reality orientation; mental status examination; the fact-and test (assists in determining GDS); a medical history including chronic, debilitating conditions; the living situation; the individual's ability to perform ADL.

E. I & R Coordination.

Referrals are both sent to and received from the I & R Centers throughout the County. This coordination will continue and expand through the next year.

F. Facility description.

The socialization group component will be based in Woodland. The site will be the Senior Nutrition Center. There is a large room available there which is adequate for the needs of the group. Very little equipment will be needed. Essentially arts and crafts supplies only. There are no architectural barriers which would prohibit use of the building by seniors.

G. Accessibility of facility.

1. The socialization group service will be provided Tuesday and Thursday afternoons.
2. Public transportation would not be appropriate for this population.
3. Participants will be transported by the Mental Health Services van or private car.

H. Use of income.

Not applicable. No income for this service is anticipated.

3. Administration of the Project:

A. Staffing.

1. There will be primarily two staff involved in carrying out the objectives of this project. The program will be supervised by the Mental Health Nurse II now involved with the project. The Mental Health Nurse I will be responsible for the expanded outreach effort and the socialization group.
2. Not applicable.
3. See attachment.
4. There are currently no plans to employ elderly and minority individuals in paid positions in this program.

B. Volunteers.

Volunteers will be valuable in our socialization group. Therefore, I will anticipate the recruitment of two or three volunteers to assist with the socialization activity.

Micro Fiched

C. Training.

The volunteers will receive training by the Mental Health Nurse II supervising the program. The training will cover the following:

1. Working with the elderly.
2. Speaking with confused persons.
3. Reality orientation training.
4. Basic teaching methods for those involved in teaching crafts.

The Mental Health Nurse I responsible for the expanded outreach and socialization group will be trained by the Mental Health Nurse II and will receive supervision ongoing from her as well. Both the Mental Health Nurse I and Mental Health Nurse II will be able to attend workshops/seminars applicable to the goals of the grant.

D. Financial Management.

1. The Yolo County treasurer will maintain records of funds and use of funds of the A* Grant. The treasurer will disperse the monies to pay the salary, benefits and transportation costs of the Mental Health Nurse I. There are no subcontracts proposed.
2. Rate schedule for volunteers:
Not applicable. Matching funds requirement has been met.

4. Relationship of the Project to Other Programs:

A. Involvement of other community agencies in planning.

The staff at the Davis Senior Citizens Center assisted with the preparation

of both the original grant application two years ago and in the planned expansion of this project. The Yolo County Commission on Aging has been involved with the planning from the beginning. The Day Health Task Force chairperson has also been closely involved with the development of our expanded project.

B. Financial support beyond project period.

We anticipate that the goals of this project can be achieved in one year. Therefore, the expanded outreach effort will be maintained for that length of time. The socialization group at the end of that year will be incorporated into the Mental Health Services Older Adult Program.

C. Elements not funded by grant.

The Mental Health Nurse II who will be supervising this project is financed through Yolo County Mental Health Services. Cost of secretarial work and use of the van will also be carried by Mental Health Services.

5. Background on Applicant Agency:

Micro Fiched

A. Mission of applicant agency.

See attachments.

B. Organizational structure.

See attachments.

C. Agency's qualifications.

See attachments.

D. Description of staff.

1. See attachments.

2. Advisory participation in the agency consists of the Mental Health Advisory Board. This body is comprised of non-agency professionals, consumers, and community people. It meets once per month in its advisory capacity to assist Mental Health Services in developing and improving programs. Specific to this project is the advisory status of the Yolo County Commission on Aging.

6. Project Monitoring:

We plan to monitor the project by the following methods:

1. Charting will be done on every outreach contact.
2. Participants in the socialization group will have a monthly chart note as to their progress.
3. Data is kept on the number of outreach visits per month made by the Project MEN.

4. Weekly contact of the Project Director with the Mental Health Nurse I to discuss the progress of the grant.
5. With our new data system in Mental Health Services, we are able to compile pertinent information on all service units to elderly persons.

7. Subcontracting:

Not applicable.

Micro Fiched

8. Community Participation:

- A. Involvement of potential participants in planning process.

The needs of potential participants were gathered during outreach home visits by the Project PEN last year. This led to the decision to form a socialization group in the Woodland area, if possible.

- B. Letters of understanding from potential subcontractors.

Not applicable.

9. Task by Time Chart for Project Operations:

Not applicable.

10. Estimated Program Future chart:

See enclosure.

MENTAL HEALTH NURSE I

Definition

Under supervision, to provide Mental Health Nursing services to mentally ill or mentally disturbed patients in an acute care, extended care, clinic or community setting.

Micro Fiched

Distinguishing Characteristics

This is the entry level in the Mental Health Nurse series. A Mental Health Nurse I receives close supervision and on-the-job training and instruction, but is expected to develop Mental Health nursing skills and techniques as a result of experience and training.

Typical Tasks

Assists in coordinating continuity of care with acute care facilities; works with attending psychiatrist in evaluating patient's progress, functioning in unit, and treatment needs; interviews, observes and evaluates patient's psychological, physical and social status; gathers data relative to patient's personal, social and emotional history by interviewing relatives, friends, employers and other professionals involved in the patient's care; assists in formulating treatment and discharge plans; refers patients to other resources available in community; performs on-going and follow-up evaluation to determine effectiveness of treatment; maintains regular charting of patient to describe interventions, medication and progress; schedules and conducts after-care clinics; interprets physician's orders and administers medications and drugs; monitors effectiveness of medications and patients' functioning capabilities; works with psychiatrist in evaluating new patients and developing treatment plans; provides patient with supportive counseling.

Visits and observes patients at home to define and correct causes of missed treatment sessions and patient progress; administers home medication and counsels patient and relatives as necessary.

Visits and observes patients in extended care facilities to discover and/or report on level of care; consults with attending psychiatrist to up-date discharge plans and plan care for new patients; maintains records of patients placed in facilities.

May assist in providing crisis intervention services to patients, within after-care clinics, acute care or in the community; interviews patient in order to observe and evaluate patient's physical and emotional condition; provides necessary follow-up based on severity of patient condition; prepares case histories and various reports; participates in staff meetings and attends in-service training sessions; and performs other related work as required.

Employs 4 Standards

Possession of a valid certificate of registration issued by the California Board of Nursing Education and Nurse Registration, and one year of psychiatric nursing experience.

Knowledge of: principles, methods and techniques used in general and psychiatric nursing; medicines and narcotics and their effect upon the patient; theories of personality growth and development; multi-human service resources available in the community.

Micro Fiched

Ability to: recognize and evaluate psychiatric behavior; plan and evaluate a program of treatment; speak and write effectively; administer treatments, medicines and narcotics as prescribed; understand and carry out oral and written directions.

Skill in: interpersonal relations involving establishing rapport and gaining trust of patients; perceptiveness involving attentive listening and responding appropriately to the emotion, feeling or sensitiveness of clients.

STATEMENT OF OBJECTIVES

1. To provide in-home outreach visits to 200 isolated Yolo County senior citizens to perform health assessments and referrals to appropriate service providers. Forty (40) of the seniors served will be Mexican-Americans.
2. To expand available day services by setting up a socialization/activity group with 10 to 15 of the isolated elderly in need of the service. The group would be reality-oriented and would offer an environment where physical and emotional needs and limitations of the elderly are respected.

Micro Fiche

The services will be provided by a 3/4 time Mental Health Nurse.
All objectives will be achieved by December 31, 1978.

Book

THIS AGREEMENT, made and entered into this 26 day of January, 19 78
by and between the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

7 OF DEFERRING FOR STATE

ACKNOWLEDGMENTS

Director State of California - Department of Aging

● 2008 年 12 月 1 日起实施

57783190

resister called the State, and

County of Yolo for
Economic Opportunity Commission of Yolo Co., Inc.

another called the *Cauchy test*.

TNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

faith service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

In order to carry out the purposes of Title 45 Code of Federal Regulations, Public Welfare, Chapter IX Administration on Aging, Part 909 pursuant to provisions of Title VII (Nutrition Program for the Elderly) of the Older Americans Act of 1966, as amended, the California Department of Aging has been authorized to receive funds for paying part of the costs for providing older Americans, particularly those with low incomes, with low cost, nutritionally sound meals served in strategically located centers where they can obtain other social and rehabilitative services. Besides promoting better health among the older segment of the population through improved nutrition, such a program is aimed at reducing the isolation of old age, offering older Americans an opportunity to live their remaining years in dignity.

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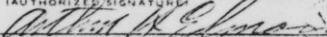
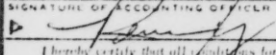
Whereas, contractor having submitted an approved Project Grant Application,
it is mutually agreed as follows:

APPROVE TO FORM

[Signature]
County Counsel of the
County of Yolo

the provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR																																																	
NEW Department of Aging (AUTHORIZED SIGNATURE) Director		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) County of Yolo for EOC BY (AUTHORIZED SIGNATURE)  TITLE Chairman, Board of Supervisors County of Yolo, State of California ADDRESS Yolo County Courthouse P.O. Box 1098, Woodland, Calif. 95695																																																	
STIMULATED ON 6 SHEETS EACH BEARING NAME OF CONTRACTOR Department of General Services Use ONLY		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">AMOUNT ENCUMBERED</td> <td colspan="2">APPROPRIATION</td> <td colspan="2">FUND</td> </tr> <tr> <td colspan="2">\$ 137,767</td> <td colspan="2">Title VII Grant</td> <td colspan="2">Special Deposit</td> </tr> <tr> <td colspan="2">UNENCUMBERED BALANCE</td> <td>ITEM</td> <td>CHAPTER</td> <td>STATUTES</td> <td>TYPICAL YEAR</td> </tr> <tr> <td colspan="2">\$</td> <td></td> <td></td> <td>11</td> <td>1978</td> </tr> <tr> <td colspan="2">ADD: INCREASING ENCUMBRANCE</td> <td colspan="4">FUNCTION</td> </tr> <tr> <td colspan="2">\$</td> <td colspan="4">Contractual Service</td> </tr> <tr> <td colspan="2">ADD: DECREASING ENCUMBRANCE</td> <td colspan="4">LINE ITEM ALLOTMENT</td> </tr> <tr> <td colspan="2">\$</td> <td colspan="4"></td> </tr> </table>		AMOUNT ENCUMBERED		APPROPRIATION		FUND		\$ 137,767		Title VII Grant		Special Deposit		UNENCUMBERED BALANCE		ITEM	CHAPTER	STATUTES	TYPICAL YEAR	\$				11	1978	ADD: INCREASING ENCUMBRANCE		FUNCTION				\$		Contractual Service				ADD: DECREASING ENCUMBRANCE		LINE ITEM ALLOTMENT				\$					
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I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER 		T.B.A. NO. D.R. NO. DATE 1-27-78																																																	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1200 have been complied with and this document is exempt from review by the Department of Finance. SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY 		DATE																																																	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fiched

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

1. (a) This project, "Not By Bread Alone", no. 70676076, shall be carried out in accordance with Title VII of the Older Americans Act of 1966, as amended, the program regulations and directives thereto, federal and state laws, and the State Manual for Title VII operations and reporting requirements, all of which are or may be operative during the term of this contract.
- (b) In addition, this project shall be carried out consistent with the terms and conditions of the Project Grant Application as approved by the State in making this award. Micro Fiched
- (c) In the event of conflict between the provisions set forth in subparagraph 1 (a) and the terms and conditions of the Project Grant Application, the provisions listed in subparagraph 1 (a) shall control.
- (d) In the event of conflict between provisions of this agreement and of the Project Grant Application, the provisions of this agreement shall control.
- (e) Copies of all documents set forth in subparagraph 1 (a) hereto are available for inspection at California Department of Aging, 918 "J" Street, Sacramento, California 95814.
2. The approved Project Grant Application which is on file with the State is hereby incorporated by reference and is made part of this agreement.
3. This agreement shall not be considered effective until signed by both parties hereto and approved by the State Department of General Services and is subject to the availability of funds.
4. The term of this agreement is from January 1, 1978 to December 31, 1978, subject, however, to earlier termination as herein provided.
5. In consideration of the on-going performance of the above in a manner considered satisfactory to the State, the State shall pay Contractor a total amount not to exceed \$ 137,767, which is derived solely from federal funds and which shall be spent in accordance with the budget which is part of the approved Project Grant Application. A portion of the total contract amount shall be paid Contractor not more frequently than monthly, in advance, during the term of this agreement up to the total contract amount, upon receipt and approval of Report of Expenditures and Request for Payment (CDA-30N) by the State in quadruplicate (4).
6. Contractor shall account for and maintain all funds received under the terms of this agreement separate from any other funds administered by Contractor. Contractor shall expend all funds received hereunder in accordance with this agreement.

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inspection of premises, and interviews of project staff and participants.

13. Authorized State or federal representatives shall have the right to inspect food preparation sites of the Contractor during the term of this agreement at any time during normal business hours.
14. No waiver of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of Contractor and State. No waiver or modification shall be effective in any case where approval of such waiver or modification by the State Department of General Services is required by law, until such approval is obtained in writing from the State Department of General Services.
15. Prior to commencement of any work under this contract, Contractor shall secure from funds provided by the State pursuant to this contract: 1. adequate insurance against liability on account of damage to persons or property; 2. adequate insurance covering all Contractor's employees under applicable workmen's compensation laws; 3. adequate insurance as required by applicable local law or requirement.

Micro Fiched

The Contractor shall, until all work under this contract has been completed and all advance payments made hereunder have been liquidated, (i) maintain such insurance; (ii) maintain adequate insurance upon any property used for, acquired for or allocable to this contract to which title is held by the State; (iii) furnish such evidence with respect to his insurance to the State as the State may from time to time require.

All insurance contracts secured by Contractor pursuant to this paragraph shall require each insurer to notify the State by registered mail to the California Department of Aging at 918 "J" Street, Sacramento, California 95814, of any modification, termination or cancellation of any contract of insurance between insurer and Contractor no less than five (5) days prior to the effective date of such modification, termination, or cancellation. Notice by the insurer shall be effective upon receipt of same by the State.

In addition to any other requirements of this contract, Contractor shall notify the State of any modification, termination or cancellation of any contract of insurance secured by Contractor pursuant to this paragraph as soon as Contractor learns of the potential for or existence of, whichever is earlier, any such modification, termination or cancellation.

16. Contractor shall comply with all federal, state and local laws and regulations pertinent to its operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

17. Contractor shall indemnify, save harmless, and defend State from all liability from loss, damage, or injury to persons or property in any manner arising out of or incident to the performance of this agreement, including without limitation all consequential damages, whether or not resulting from the negligence of State or its agents.
18. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of actual receipt. Mailed notices to the State shall be addressed to the California Department of Aging, 918 "J" Street, Sacramento, California 95811, and mailed notices to Contractor shall be addressed to Contractor at the address indicated by it in its project grant application. Each party may change its address by written notice in accordance with this paragraph. Micro Fiched
19. Upon written request to the State, Contractor may be excused from performance hereunder for any period of time attributable to delay caused by inclement weather, earthquake, fire, flood, cloudburst, cyclone or other natural phenomenon of a severe and unusual nature, act of the public enemy, epidemic, quarantine restriction, freight embargo, strike or labor dispute or any other unforeseeable cause beyond the control and without the fault of Contractor. Contractor shall terminate the project only upon receipt of written approval by State and in accordance with procedures and instructions set forth in said notice of approval.
20. State, at its sole discretion, may extend the time for performance of any act by Contractor hereunder by written notice of such extension to Contractor.
21. If, in the sole discretion of the State, conditions arise which warrant the suspension or termination of the project, the State may suspend or terminate project operations hereunder. Such suspension or termination shall be effective upon five (5) days written notice to Contractor of the action being taken, the reason for such action, and any conditions of the suspension or termination. Said notice shall also inform Contractor of its right to appeal such decision to the State and of the procedure for doing so.

No federal or State funds shall be used to cover any cost accrued by Contractor during any period of suspension.

The project shall be deemed terminated when its operations have been suspended for more than three consecutive months in any budget year.

Conditions which may warrant suspension or termination include as non-exhaustive examples: Contractor's violation of the terms of this agreement; Contractor's inadequate program performance; or unavailability of resources adequate to complete the program.

Contractor's failure to comply with the terms of any prior agreement with State may, in the sole discretion of the State, be deemed grounds for suspension or termination of this project.

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and which meets project audit standards specified by the State. Where Contractor is a public entity, the audit required herein may be performed by the Contractor's Chief Auditor or equivalent officer.

25. No later than 90 days prior to the ending date of this contract, Contractor shall provide State with its estimate of the amount of funds which will remain unexpended at the ending date. Upon termination or expiration of this agreement Contractor shall return to the State immediately upon written demand any unencumbered funds, unearned funds, or any equipment purchased with funds provided under this or any other agreement with the State.
26. As used through this agreement, the term "shall", is mandatory; the term, "may", is permissive.

Micro Fiched

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26. As used through this agreement, the term "shall", is mandatory; the term, "may", is permissive.

Micro Fiched

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE REGULATIONS UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

.

Economic Opportunity Commission of Yolo Co., Inc. (hereinafter

(Name of Subgrantee or Secondary Recipient)
called the Subgrantee) HEREBY AGREES THAT it will comply with
Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all
requirements imposed by, or pursuant to the Regulation of the
Department of Health, Education, and Welfare (45 CFR Part 80)
issued pursuant to that title, to the end that, in accordance
with Title VI of that Act and the Regulation, no person in the
United States shall, on the ground of race, color, or national
origin, be excluded from participation in, be denied the benefits
of, or be otherwise subjected to discrimination under any program
or activity for which the Subgrantee receives Federal financial
assistance from California Department of Aging Micro Fiched
a recipient of Federal financial

(Name of Grantor)
assistance from the Department (hereinafter called Grantor); and
HEREBY GIVES ASSURANCE THAT it will immediately take any measures
necessary to affectuate this agreement.

If any real property or structure thereon is provided or improved
with the aid of Federal financial assistance extended to the
Subgrantee by the Grantor, this assurance shall obligate the Sub-
grantee, or in the case of any transfer of such property or struc-
ture is used for a purpose for which the Federal financial assis-
tance is extended or for another purpose involving the provision
of similar services or benefits. If any personal property is so
provided, this assurance shall obligate the Subgrantee for the
period during which it retains ownership or possession of the
property. In all other cases, this assurance shall obligate the
Subgrantee for the period during which the Federal financial
assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose
of obtaining any and all Federal grants, loans, contracts, property,
discounts or other Federal financial assistance extended after the
date hereof to the Subgrantee by the Grantor, including installment
payments after such date on account of applications for Federal
financial assistance which were approved before such date. The
Subgrantee recognizes and agrees that such Federal financial
assistance will be extended in reliance on the representations

AOA Form 441

(To be completed by applicant for any grant from the State Agency
designated to implement the Older Americans' Act. Where provision
of facilities is involved, HEW Form 441 is to be executed.)

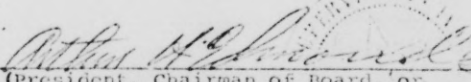
and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subgrantee.

Micro Fiched

DATED February 14, 1978

County of Yolo for EOC.

(Subgrantee)

BY: 

(President, Chairman of Board, or comparable authorized official)

Chairman, Board of Supervisors
County of Yolo, State of California

~~Board of Supervisors~~
Yolo County Courthouse
P.O. Box 1098

~~Woodland, California 95695~~ Title _____
(Recipient's mailing address)

Book

FILED

FEB 21 1978

LAURENCE P. HENIGAN, Clerk

By: _____
Dep. y

1 AGREEMENT NO. 78-85

2 (Agreement for Revenue Sharing Funds)

3
4 THIS AGREEMENT MADE AND ENTERED into this 21st day of
5 February, 1978, by and between the County of Yolo, a political
6 subdivision of the State of California, hereinafter called
7 COUNTY, and Diogenes, Inc. hereinafter called RECIPIENT,

8 W I T N E S S E T H:

Micro Fiched

9 RECITALS:

- 10 1. Heretofore COUNTY and RECIPIENT have entered into Yolo County
11 Agreement No. 77-317 whereby COUNTY has granted certain revenue
12 sharing funds to RECIPIENT for certain purposes for a term expiring
13 January 31, 1978.
14 2. The parties desire to extend the term of that agreement until
15 March 31, 1978.

16 AGREEMENTS:

- 17 1. The term of said Agreement No. 77-317 is hereby extended to
18 March 31, 1978.
19 2. COUNTY shall upon execution of this Agreement pay over to
20 RECIPIENT the sum of Six Thousand Dollars and 00/100 (\$6,000).
21 3. RECIPIENT hereby promises and undertakes to use all of
22 the funds granted herein exclusively for the purposes stated
23 in the summary of proposal which forms the part of said Agreement
24 No. 77-317 and further promises to use all of said funds for the
25 purposes stated in the budget statement attached to said Agreement.
26 RECIPIENT further agrees to use the funds granted hereby for the

1 items set forth in said budget statement in the same proportion
2 as set forth in that budget statement.

3 4. The parties in all other respects ratify and confirm the
4 provisions of said Agreement No. 77-317 and acknowledge that
5 the funds granted herein are governed by the provisions of that
6 Agreement.

Micro Fiched

7 IN WITNESS WHEREOF, the parties hereto have executed this
8 AGREEMENT on the day and year first above written.

9 COUNTY OF YOLO, a political subdivision
10 of the State of California

11 BY Arthur H. Edmonds
12 ARTHUR H. EDMONDS, Chairman of the
13 Board of Supervisors, County of Yolo,
State of California

14 ATTEST:

15 LAURENCE P. HENIGAN, CLERK

16 BY Deputy

17 DEPUTY

18 (SEAL)

19 DIOGENES, INC.

20 BY Executive Director

21 EXECUTIVE DIRECTOR, RECIPIENT

22 APPROVED AS TO FORM

23 CHARLES R. MACK
24 COUNTY COUNSEL

25 By Deputy

26 DEPUTY COUNTY COUNSEL

RECEIVED

MAR 10 1978

LAURENCE P. HENIGAN, Clerk

By _____
Deputy**FILED**

MAR 10 1978

LAURENCE P. HENIGAN, Clerk

By _____
DeputyAGREEMENT No. 78-86

THIS AGREEMENT, made and entered into this first day of January, 1978, by and between the Counties of SOLANO, YOLO, and COLUSA, each a body politic and corporate, organized and existing under and by virtue of the law of the State of California.

WITNESSETH:

Micro Fiched

WHEREAS, pursuant to the authority of Section 900 et seq. of the Welfare and Institutions Code of the State of California, the parties hereto have heretofore by ordinance established a forestry camp for wards of the juvenile courts of said counties at Fouts Springs in the County of Colusa, known as Fouts Springs Boys' Camp; and

WHEREAS, the parties hereto have heretofore entered into an agreement which has been amended from time to time providing for the administration and operation of said camp; and

WHEREAS, it is the desire of the parties hereto to enact this agreement for a period of five (5) years, and to set forth the terms and conditions by which the said camp shall be operated and the method and procedure of financing said camp, and to supersede the pre-existing agreement and all amendments pertaining thereto;

NOW, THEREFORE, in consideration of the mutual agreements, covenants, conditions and obligations on the part of each contracting party as hereinafter specified, it is mutually agreed, contracted and covenanted as follows:

1. That pursuant to Division 2, Part 1, Chapter 2, Article 12 of the Welfare and Institutions Code, and of Chapter 363 of the 1921 Statutes of California, as amended, Solano, Yolo and Colusa Counties have established a forestry camp for wards of the Juvenile Courts of said counties and will pass all necessary ordinances, resolutions and orders, and will make such appropriations and budget allowances as shall be necessary to carry out this agreement.

2. (a). Said camp shall be jointly operated by Solano, Yolo and Colusa Counties. Said camp shall be in charge of a superintendent who shall be selected and appointed by the Solano, Yolo and Colusa County Probation Officers subject to ratification by the Board of Directors of Fouts Springs Boys' Camp on behalf of the respective Boards of Supervisors. Said Board of Directors shall consist of two (2) members of each of the Board of Supervisors of said Counties to be selected by their respective boards and to serve as a director at the pleasure of each of said Boards of Supervisors. Said Board of Directors shall have the power to supervise the camp, to make necessary rules and regulations for its maintenance, operation, upkeep and safekeeping, and to do all things necessary and incidental to carry out the foregoing powers.

Micro Fiched

(b)(1) Said Board of Directors shall prepare a budget for each fiscal year showing amounts for Salaries & Wages, Services & Supplies, Fixed Assets, Other Charges and Appropriations for Contingencies, together with estimated revenues. This budget shall be submitted to the administering county for inclusion in the compilation of budget requests and further it shall be submitted for approval by the respective Boards of Supervisors. Upon approval by the Boards of Supervisors the administering county shall include such approved camp budget in its Proposed County Budget. Said Proposed Budget shall constitute the appropriation from which the Board of Directors may make expenditures for Salaries & Wages, excepting new positions, and Services & Supplies. Pending Final Budget approval, the Board of Directors shall have the authority to enter into necessary contracts and make necessary expenditures for the purchase of and/or construction of Fixed Assets, or employ new positions, when the respective Boards of Supervisors, upon recommendation of the Board of Directors, specifically commit themselves to approve the inclusion of these items in the Final Budget.

(b)(11) Any necessary changes from the Proposed Budget as determined by the Board of Directors shall be submitted to the respective Boards of Supervisors for approval. Upon approval of these changes the administering county shall incorporate them into its Final County Budget which then becomes the final authority for the Board of Directors to make expenditures. Any such changes however shall not effect the validity or the obligation arising out of, any contract entered into or expenditure made as set forth above. Notwithstanding the above, any contract of purchase or contract of construction for Fixed Assets or expenditures for Salaries & Wages, Other Charges and Services and Supplies in excess of the amounts provided in the Final Budget shall not be binding on any of the ^{Micro Fiched} respective counties unless and until such contract or expenditures has been ratified and the necessary appropriations have been approved by the Boards of Supervisors of the respective counties.

(c) The County of Solano shall be charged with the administration of said camp; the County of Colusa shall be charged with building inspections and health inspections at said camp.

3. The camp shall be located at Fouts Springs in the County of Colusa or at such other place as said counties shall mutually agree upon.

4. The initial expenditure for the Fixed Assets expense shall be on a predetermined percentage basis as determined by assessed valuation and population of the respective counties, and for the period January 1, 1978, through December 31, 1983, the counties shall contribute as follows:

(1) Solano County	58 percent
(2) Yolo County	35 percent
(3) Colusa County	7 percent

5. (a) A share of each said county's participation for the cost of maintenance and operation at said camp shall be billed quarterly as an advance, subject to paragraph 6 (a) of this agreement. Allocations of maintenance and operating costs will be determined as follows for each fiscal year.

Micro Fiched

(1) Except for Operating Counties subtract the total revenues collected by said camp from maintenance and operating costs paid for said camp to yield a year-to-date net operating cost.

(2) Divide the above net operating cost by the cumulative total of in-resident or camper days to arrive at a cost per boy day.

(3) Multiply the cost per boy day by the number of boy days attributable to each county to arrive at the cumulative cost per county.

(b) State subvention payments shall be authorized by said counties to be paid to the administering county. Said subvention payments will be credited to revenues in the quarter cash is received.

(c) Each county shall pay to the administering county the additional sum of NINETY-FIVE DOLLARS (\$95.00) for each Ward of its Juvenile Court sent to and accepted at said Boys' Camp for whom the administering county received no state reimbursement pursuant to Section 887 and 888 by reason of Section 888.5 of the California Welfare and Institutions Code.

6. (a) All expenses of said camp shall be initially paid by the administering county by proper warrants drawn upon its Treasury. The administering county shall bill each county on a calendar quarter basis for an advance payment of each county's estimated share for the immediately succeeding quarter. At the conclusion of each calendar quarter the administering county shall prepare an itemized statement showing the cumulative expenses and charges against advances for each county. The resulting balance shall be added or subtracted to the

estimate of advance payment for the ensuing quarter to arrive at the total amount due. In estimating the quarterly advanced payment, the administering county shall include therein all anticipated revenue and subsidies. Such statement thereupon shall be presented by the Solano County Auditor-Controller to the Boards of Supervisors of each county in the form of a claim, and if found proper, shall be allowed by said Boards of Supervisors and paid in the manner required by law.

(b) All income derived from the operation of the camp shall be paid to and collected by the superintendent, or such officer or employee as is designated by the Board of Directors, and shall be deposited in the Boys' Camp Fund.

Micro Fiched

(c) For administration purposes the personnel of said camp shall be employees of Solano County, but shall be under the supervision and control of the Board of Directors.

(d) Solano County, as the administering county, shall be entitled to charge the counties of Yolo and Colusa for their prorata share of costs of administering said camp, in the amounts and in the manner approved by the Board of Directors.

7. The payment of all insurance by award or premium, shall be borne by the parties, in the same manner and in the same proportion as provided herein for operating costs of said camp under Section 6 (a).

8. The title to all property of the camp shall vest in Solano, Yolo and Colusa Counties as tenants in common. When the joint operation of said camp ceases, all property and surplus money on hand after such termination shall be divided among Solano, Yolo and Colusa Counties in proportion to the contributions made by the contracting parties to the acquisition of such property and surplus money. It is agreed that at the termination of said joint operation, if any one of three said counties desire to sell its interest of the property so acquired, the other counties shall have the option of purchasing such property at the book value of

the interest of the county desiring to sell. Said book value shall be determined by the Board of Directors as of the date of the termination of joint operation of the camp. In the event the remaining participating counties should discontinue the operation of said camp and dispose of the property at a value in excess of the book value, former participating counties shall be entitled to their share of the excess if the sale is made within three (3) years of their withdrawal from this participating agreement.

9. The Board of Directors may in their discretion admit wards of Juvenile Courts from non-participating counties at a rate to be charged said counties as may be established by said Board of Directors.

Micro Fiched

10. This agreement shall be in force and become effective for a period of (5) years from and after January 1, 1978, and shall supersede any and all other agreements heretofore made or entered into between the parties. This contract shall continue in force and effect after the expiration of said five (5) year period, subject to the right of the parties to terminate it by written notice served upon the other parties at least one (1) year in advance of the proposed termination date. Notwithstanding anything in this agreement to the contrary, this agreement may be terminated at any time upon the mutual agreement of Solano, Yolo and Colusa Counties.

IN WITNESS WHEREOF, the parties hereto have executed these presents by causing them to be subscribed by the Chairman of

the Board of Supervisors of each county and the seal of said Boards to be affixed and attested by the Clerks thereof, the date first set forth in this agreement.

COUNTY OF SOLANO, a body politic and corporate

By Thomas M. Hannigan
THOMAS M. HANNIGAN, Chairman
of the Board of Supervisors of
Solano County, California.

ATTEST:

NEIL CRAWFORD, County Clerk and
ex officio Clerk of the Board of
Supervisors,

By Harland Quinlan
Deputy Clerk

Micro Fiched

COUNTY OF YOLO, a body politic
and corporate

By Arthur H. Edmonds
Chairman, of the Board of
Supervisors of Yolo County,
California.

ATTEST:

County Clerk and ex officio Clerk
of the Board of Supervisors,

By Pete E. Lucas
Deputy Clerk



COUNTY OF COLUSA, body politic
and corporate

By Edwin G. Ross
Chairman, of the Board of
Supervisors of Colusa County,
California.

ATTEST:

Marida Hannen

County Clerk and ex officio Clerk
of the Board of Supervisors,

By _____
Deputy Clerk

APPROVED AS TO FORM
Harold Wilsey
HAROLD WILSEY
COLUSA COUNTY CLERK

1/18/78

Fouts Springs Participating Counties
Regarding Fixed Assets for 1978-1983

1977-78

Net Assessed Value
without HO & BI

	<u>Amount</u>	<u>Percentage</u>
Solano	\$732,372,684	54%
Yolo	493,709,563	36%
Colusa	130,111,905	10%
Total	\$1,356,194,152	100%

Population July, 1977
State Dept. Finance

Micro Fiched

Solano	197,500	62%
Yolo	106,000	34%
Colusa	12,450	04%
Total	315,950	100%

<u>Combined Proportions</u>	<u>Assessed Avg. %</u>	<u>Avg. Pop. %</u>	<u>Combined Total</u>	<u>Average</u>
Solano	54%	62%	116%	58%
Yolo	36%	34%	70%	35%
Colusa	10%	04%	14%	07%
Total	100%	100%	200%	100%

Present Percentage

New Percentage

Solano	58	58
Yolo	34	35
Colusa	8	7
100%		100%

**In the Board of Supervisors, County of Solano
State of California**

MICRO FILMED

IN THE MATTER OF

**Extract of the meeting
of February 7, 1978**

**AGREEMENT BETWEEN SOLANO, YOLO
AND COLUSA COUNTIES RE OPERATION
OF FOUTS SPRINGS BOYS CAMP AUTHORIZED**

An agreement between the counties of Solano, Yolo and Colusa was submitted for the Board's approval. This agreement provides for the operation of the Fouts Springs Boys Camp and outlines the costs and responsibilities for each county. This agreement is to run for a five (5) year period from January 1, 1978 through December 31, 1983.

On motion of Supervisor Brazelton, seconded by Supervisor Scofield the Board approved the above mentioned agreement and authorized the Chairman to sign said agreement on behalf of Solano County. So ordered by 4-0 vote; Supervisor Asera absent.

I, NEIL CRAWFORD, County Clerk of the County of Solano, and ex-officio clerk of the Board of Supervisors in and for said County, do hereby certify the within and aforesaid to be a full, true and correct copy of an order made and entered on the minutes of said board.

Witness my hand and seal of said Board this

8 day February 19 78

NEIL CRAWFORD, County Clerk

Susan A. Kruse
Susan A. Kruse, Deputy Clerk

In Board of Supervisors
County of Colusa, State of California

-----March 7-----, 1978

PRESENT: Supervisors Edwin G. Ross, Chairman, H. L. Peterson, T. K. Marshall, James V. Armocido and Richard L. Hurni.

ABSENT: None.

Micro Fiched

It is moved by Supervisor Marshall, seconded by Supervisor Peterson to approve the Agreement between the Counties of Solano, Yolo and Colusa for the operation of Fouts Springs Boys Camp which outlines the costs and responsibilities for each County for a period of five (5) years effective January 1, 1978 through December 31, 1983 - Colusa County share of total cost - 10%, determined by assessed valuation and population - and authorize the Chairman to sign. Motion carried: All yes.
Absent: None.

I CERTIFY THIS COPY TO BE A TRUE
COPY OF THE RECORD IN THIS OFFICE
ATTEST:

MAR 9 - 1978

MARTHA NANNEN

COUNTY CLERK AND EX OFFICIO CLERK OF
THE BOARD OF SUPERVISORS
COLUSA COUNTY, CALIFORNIA

[Signature] DEPUTY

FILED

34
AGREEMENT NO. 2882

MAR - 2 1978

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st
day of February, 1978, by and between
KATHERINE B. REIFF, an undivided 1/2 interest and KATHERINE B.
REIFF and WILLA K. REIFF, Trustees under the Will of William
C. Reiff, deceased.
P.O. Box 610, Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a Micro Fiched
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 71 by the County by
Resolution No. 28-21, which was filed in the Office of the
County Recorder of Yolo County on February 22, 1978
and recorded in Volume 1292 of Official Records at Page 522,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Glendon
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Katherine R. Reiff
Katherine R. Reiff, trustee
Willard Reiff, trustee

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On January 2-21, 1978 before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a Micro Fiched
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

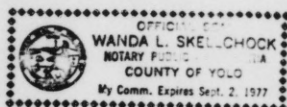
Laurence P. Henigan

DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 13, 1977, before me the under-
signed ~~Notary Public~~ of the County of Yolo, personally appeared
KATHERINE R. REIFF, individually and
KATHERINE R. REIFF and WILLA K. REIFF, Trustees, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 13th day of July, 1977.



James L. Skellchock
NOTARY PUBLIC

COMBINATION GUARANTEE

71 1779

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74068 - AMENDED Liability \$ 130.00 Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

RODEGERDTS, MEANS & ESTEY, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 28, 1977 @ 8:00 a.m., in the County of Yolo, State of California

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Matton

President

By

John W. [unclear]

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Additions to AP #21

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74068 - AMENDED

Effective Date: June 28, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN: Micro Fiched
KATHERINE R. REIFF, an undivided 1/2 interest; and KATHERINE R. REIFF and
WILLA K. REIFF, Trustees, as created under the Will of WILLIAM G. REIFF, etc.,
deceased, Yolo County Superior Court Probate No. 12392, an undivided 1/2 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The following description is to be used to define an Agriculture Preserve Area only.

A Portion of Projected Section 15, Township 10 North, Range 1 East, M.D.B. & M., in Rancho Rio Jesus Maria, Yolo County, California, being also a portion of that certain 171.47 Acre Tract shown on that Record of Survey of the Wm. G. Reiff Property filed in Book 6 of Maps and Surveys at Page 41, Yolo County Records and being more particularly described as follows:

Beginning at the Northeast Corner of said 171.47 Acre Tract, said point also being at the Intersection of County Road 95B (South) and County Road 18A; thence, from said POINT OF BEGINNING, along the Northerly and Westerly boundary of said 171.47 Acre Tract, the following four (4) courses: (1) North 89°53'27" West 817.40 feet; (2) South 348.00 feet; (3) North 89°53'27" West 228.89 feet and (4) South 2097.66 feet; thence, leaving said Westerly boundary, North 82°41'50" East 757.79 feet; thence South 89°30'30" East 310.00 feet to a point on the Easterly boundary of said 171.47 Acre Tract; thence along said Easterly boundary, the following three (3) courses: (1) North 00°00'30" West 1544.80 feet; (2) North 89°59'30" West 15.00 feet; and (3) North 00°00'30" West 805.20 feet to the point of beginning and containing 55.957 Acres of land more or less.

DESCRIPTION (continued)

EXCEPTING THEREFROM any portion thereof that lies within CACHE CREEK.

~~Also EXCEPTING THEREFROM that portion thereof that lies Southerly of Adams~~
~~Canal.~~

X X X X X

Micro Fiched

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described property as a portion of Assessment Parcel No. 25-300-07.

Set cor. mon.
over old iron stake

tract in
and surveys 3 Page 7

North
line
Fence line

55.957
Acres

William G. Reiff Parcel
Book 118 O.R.
Page 202

Total Acreage 171.47 Ac.

H. J. Schneegas
Deed Book 69
Page 22

Creek

MAP BOOK 1 PAGE 32

Deed Book 45
Page 315

Bank

Cache

Northerly Line (Clanton's)
Willow Oak Post
1472.42 E
(Kee. 1471.50 W)



380.000

370.0

RECEIVED

MAR 20 1978

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED

MAR 20 1978

LAURENCE P. HENIGAN, Clerk

By *Debra E. Coney* Deputy

Sub-Grantee Name

Diogenes Youth Services (Project #07)

Address

1421 Drake Drive

City

Davis, CA 95695

Phone:

Micro Fiched

756-5668

Program Director

Date of Modification

The Sub-Grant between the parties, Yolo County Agreement No. 77-158 is hereby modified as follows:

1. Net amount of funds affected by this modification: None
Increase _____
Decrease of \$ _____.
2. The grant period originally starting on 8-29-77 and ending on 6-28-78 is extended from 6-29-78 to 8-28-78.
3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
4. The attached exhibit sets forth the position authorized and financed during the modification period.
5. This modification is effective on the Date of Modification set forth above.

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

Ronald W. Clement, Executive Director
(Typed Name & Title of
Authorized Officer)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY *Debra E. Coney* DEPUTY

(SEAL)

DIOGENES YOUTH SERVICE

RURAL OUTREACH

PROJECT #07

POSITION/TITLE

Parental Stress Service Coordinator

WAGES AND BENEFITS

\$ 5,805.00

Micro Fiched

TOTAL COST

\$ 5,805.00

Contract period 8 months for Parental Stress Service Coordinator effective 1-1-78 through 8-28-78.

1300
RECEIVED

MAR 20 1978

LAURENCE P. HENIGAN, Clerk

By 1 Deputy

AGREEMENT NO. 78-89

(Agreement to Amend Agreement No. 71-415)

FILED

MAR 20 1978

LAURENCE P. HENIGAN, Clerk

By Barbara P. Jones Deputy

WHEREAS, on June 18, 1971, Agreement No. 71-415 was executed which established the formation of the Yolo-Solano Air Pollution Control District; and Micro Fiched

WHEREAS, Paragraph 6 of said Agreement No. 71-415 provided for the appropriation of funds by Yolo and Solano Counties according to specified relative population figures; and

WHEREAS, Health and Safety Code § 40158 provides the formula by which the appropriate proration of funds between the counties shall be determined; and

WHEREAS, since Agreement No. 71-415 was executed the relative population figures of the respective counties have changed,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

A. Paragraph 6 of Agreement No. 71-415, as that paragraph appears on Paragraph 2 of said Agreement, is hereby amended to read as follows:

"6. Funding. The Boards of Supervisors of the County of Yolo and the County of Solano shall appropriate funds for the operation of the District in the manner provided for in Section 40158 of the California Health and Safety Code."

B. Except as herein amended, Agreement No. 71-415 is hereby ratified and confirmed.

C. This amendment to Agreement No. 71-415 shall be effective

1 when reatified by the Boards of Supervisors of the County of Yolo
2 and the County of Solano.

3 Dated: February 22, 1978.

4 Twyla Thompson
5 TWYLA THOMPSON, Chairman
6 Board of Directors

Wallace L. Brazelton
WALLACE L. BRAZELTON, Vice-
Chairman, Board of Directors

7
8 RATIFICATION

Micro Fiched

9
10 COUNTY OF YOLO

COUNTY OF SOLANO

11 BY Arthur H. Edmonds
12 ARTHUR H. EDMONDS, Chairman
13 Board of Supervisors

BY Thomas M. Hannigan
THOMAS M. HANNIGAN, Chairman
Board of Supervisors

14 DATED: 2-28-78, 1978. DATED: March 14, 1978.

15
16
17
18 Approved as to Form

19 Date: _____
20 W. L. Brazelton
21 Vice Chairman of Yolo County
22
23
24
25
26

RECEIVED

JUL 19 1978

LAURENCE P. HENIGAN, Clerk

By _____
Deputy

FILED

JUL 19 1978

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 78-90 By *Debra E. Conley*
DEPUTY

THIS AGREEMENT is made and entered into by and between
THE RECLAMATION BOARD of the State of California, hereinafter
referred to as "Board" and COUNTY OF YOLO, hereinafter referred to
as "County" on the 16th day of May, 1978, in view of
the following circumstances: Micro Fiched

WHEREAS, the Congress by Public Law 86-645, 86th Congress, approved July 14, 1960, authorized a project of bank protection for the Sacramento River and its tributaries, subject to securing assurances that one-third of the total project cost would be assumed by some agency other than the United States, that the United States would be held free and harmless from damages due to the construction works performed under that project, and that project works would be maintained and operated in accordance with the regulations of the Secretary of the Army, upon completion of the work; and

WHEREAS, the 1962 Congress enlarged the authority of the Corps of Engineers and specifically authorized the Chief of Engineers to construct, maintain and operate public park and recreational facilities in connection with its levee projects (Public Law 87-874, 87th Congress, 76 Stat. 1173, 1195) and said Chief of Engineers, by administrative order, requires that the State, or some other local agency, assume a share of the cost by providing all needed land, easements and rights of way on such projects, to maintain the constructed works following completion and to hold the United States free from damages due to the construction work; and

WHEREAS, the Legislature of the State of California authorized the Board to give these assurances under the provisions of Sections 8617, 12649.1 and 12657 of the Water Code; and

WHEREAS, the Legislature of the State of California authorized the County to give assurances under the provisions of Section 8618 of the Water Code; and

WHEREAS, the necessary funds have been appropriated to Board for the State to meet the one-third local interest contribution in-connection with the project, subject to the Board having first received written assurances from a public agency other than the Board whereby the said public agency agrees to assume the obligations of maintaining and operating a park and recreational facilities constructed in connection with the project and of holding the United States and the Board harmless from damages; and

WHEREAS, Board proposes, with the cooperation of the United States, to construct pursuant to the said project certain work to be performed on levees or berms, including certain public park and recreational facilities, as part of Unit 34A of the Sacramento River Bank Protection Project on the right bank overflow area of the Sacramento River beginning at Interstate 5 Highway crossing the Sacramento River and extending downstream approximately 1-3/4 miles, adjacent to State Highway 16 and 7 miles east of Woodland to be known as Elkhorn Regional Park, hereinafter referred to as "Park"; and

WHEREAS, the proposed construction of the park and recreational facilities authorized by Public Law 87-874, 87th Congress, 76 Stat. 1173, 1195 will be in the public interest and said facilities are for the use and enjoyment of the public and County is willing to undertake the obligation of holding and saving the Board and the United States free and harmless from damages arising out of the construction of the said park and recreational facilities and to undertake the maintenance and operation of said park and recreational facilities when completed;

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. Prior to the commencement of any work to be performed, with reference to the park and recreational facilities, and pursuant to Unit 34A of said project on the right bank overflow area of the Sacramento River beginning at Interstate 5 Highway crossing the Sacramento River and extending downstream approximately 1-3/4 miles adjacent to State Highway 16 and 7 miles east of Woodland, Board will submit to County for review and comment the initial set of preliminary plans pertaining to the park and recreational facilities received from the Corps of Micro Fished Engineers for such work. Such plans or such modified plans as are available to the Board will be submitted as soon as possible prior to advertising such work for bid. Final plans and specifications for such work shall be submitted to County for review and comment prior to the advertising of bids for such work;

2. County will execute a joint use agreement in favor of the Board to provide and make available to the Board the necessary lands, easements and rights of way needed for the construction of park and recreational facilities. The area to be provided consists of the County owned land as shown on the attached Exhibits A, B and C, respectively a vicinity map, preliminary master plan and the assessor's maps;

3. Provided Board has submitted plans and specifications pursuant to paragraph 1, above, and the work has been constructed pursuant to paragraph 2, County shall so long as it has jurisdiction and control of the area shown on the above-mentioned Exhibits A, B and C:

(a) Hold and save the United States free from damages due to the constructed park and recreational facilities;

(b) Maintain and operate said park and recreation facilities constructed on the right bank overflow area of the Sacramento River beginning at Interstate 5 Highway crossing the Sacramento River and extending downstream approximately 1-3/4 miles, adjacent to State Highway 16 and 7 miles east of Woodland, excepting the levee and the revetted riverbank, in accordance with flood control regulations which may be prescribed by the Secretary of the Army in connection with park and recreational facilities, said maintenance and operation to commence upon turnover by the Corps of Engineers, United States Army, of any unit of completed work of the project to Board; and

Micro Fiched

(c) Hold and save the Sacramento and San Joaquin Drainage District and the Board, their successors and assigns, free and harmless from any and all claims arising out of or in connection with the aforesaid obligations assumed by County.

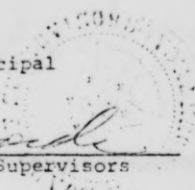
4. It is expressly understood between the parties hereto that the park and recreational facilities are to be constructed on the County owned land situated on the right bank overflow area of the Sacramento River beginning at Interstate 5 Highway crossing the Sacramento River and extending downstream approximately 1-3/4 miles, adjacent to State Highway 16 and 7 miles east of Woodland, as shown and referred to herein as Exhibits A, B and C;

5. It is expressly understood between the parties hereto that the obligations of County to hold and save harmless and to maintain and operate hereunder are limited to the State of California and its agencies described above and the United States shall not give rise to any cause of action against County by other persons;

6. To the extent that the obligations assumed hereby are validly assumed by another agency, then and to that extent the obligations of County hereunder shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a municipal
corporation


Arthur H. Shivers
Chairman, Board of Supervisors

Micro Fiched

THE RECLAMATION BOARD, State of
California

Gene Lallin
President

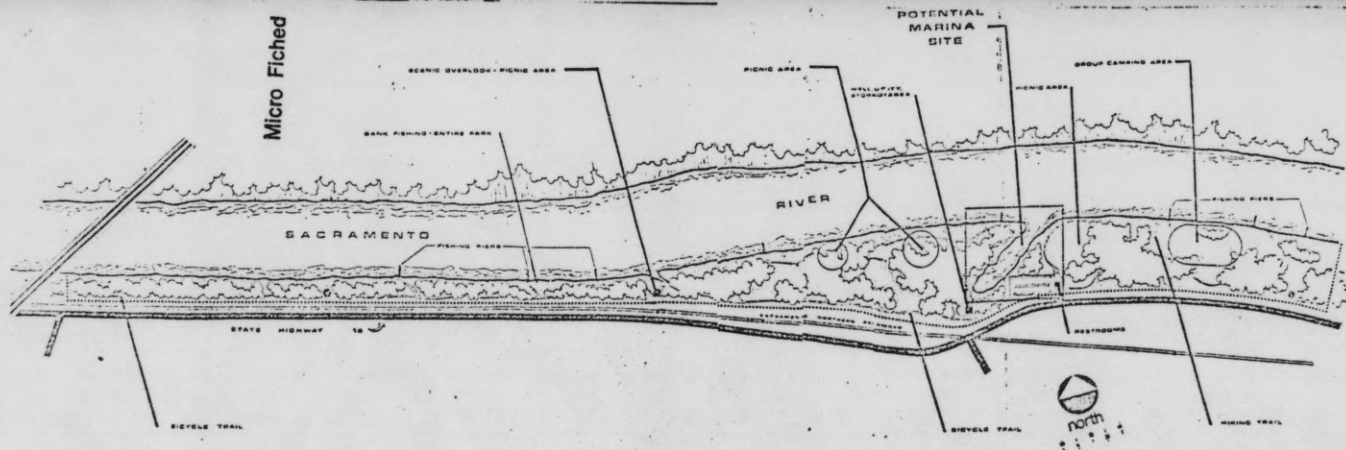
Robert J. Hamilton
Secretary

Exhibit A will not xerox.

See Board of Supervisors Clerk
to see map.

Micro Fiched

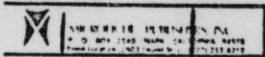
MILLERS FALLS
ERASE
COTTON CONTENT



ELKHORN REGIONAL PARK
MASTER PLAN

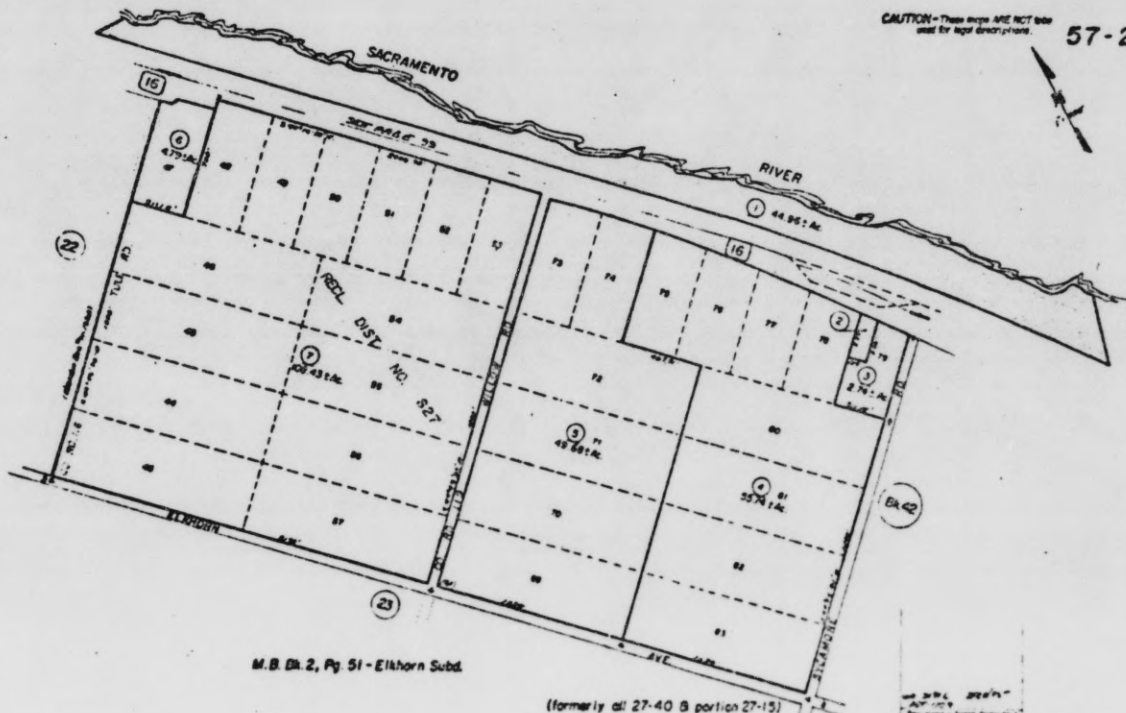
PREPARED BY
VTN SACRAMENTO
555 CAPITOL MALL
SACRAMENTO, CALIF.

EXHIBIT "B"



CAUTION - These maps ARE NOT to be used for legal descriptions.

57-24



M.B. 2, Pg 51 - Elk Horn Subd.

(formerly all 27-40 B portion 27-15)

Micro Fiched

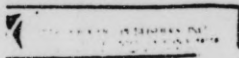
Scale 1" = 400' ±
 ADP 100-8
 (When required - Federal Control Map)

Assessor's Map Bk. 57, Pg. 24
 County of Yolo, Calif.

NOTE - Assessor's Office maintains Survey of Elk Horn Subdivision's Portion 27-40 B shown in Series 57

EXHIBIT "C"

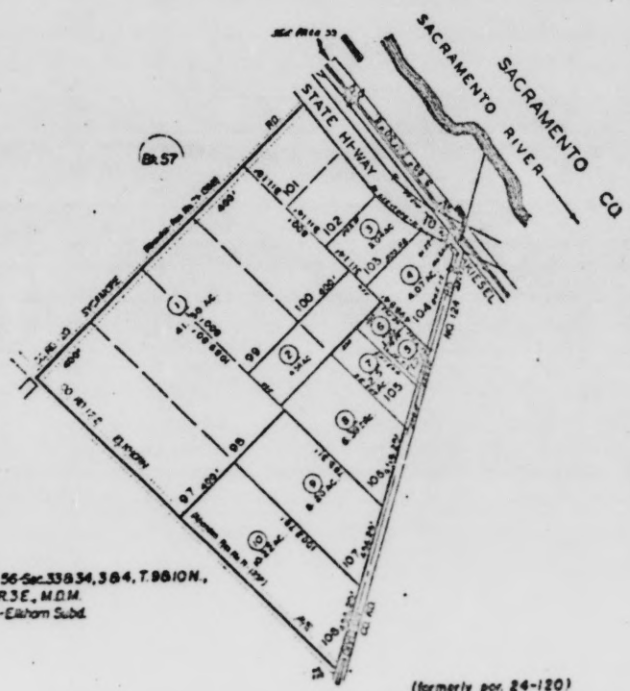
(1)



CAUTION—These maps ARE NOT
to be used for legal descriptions

42-30

POR. SEC. 28 & 3, T. 9 N., POR. SEC. 34 & 35, T. 10 N., R. 3 E., M. D. B. & M.



M.B. 5, Bl. 1, Pg. 56 Sec. 33 & 34, 38 & 4, T. 9 N.,
R. 3 E., M.D.M.
M.B. 5, Bl. 2, Pg. 51-Elaham Subd.

(formerly por. 24-120)
(formerly all 24-52)
NOTE: Section's Block Numbers Shown in Ellipse
Section's Parcel Numbers Shown in Curves

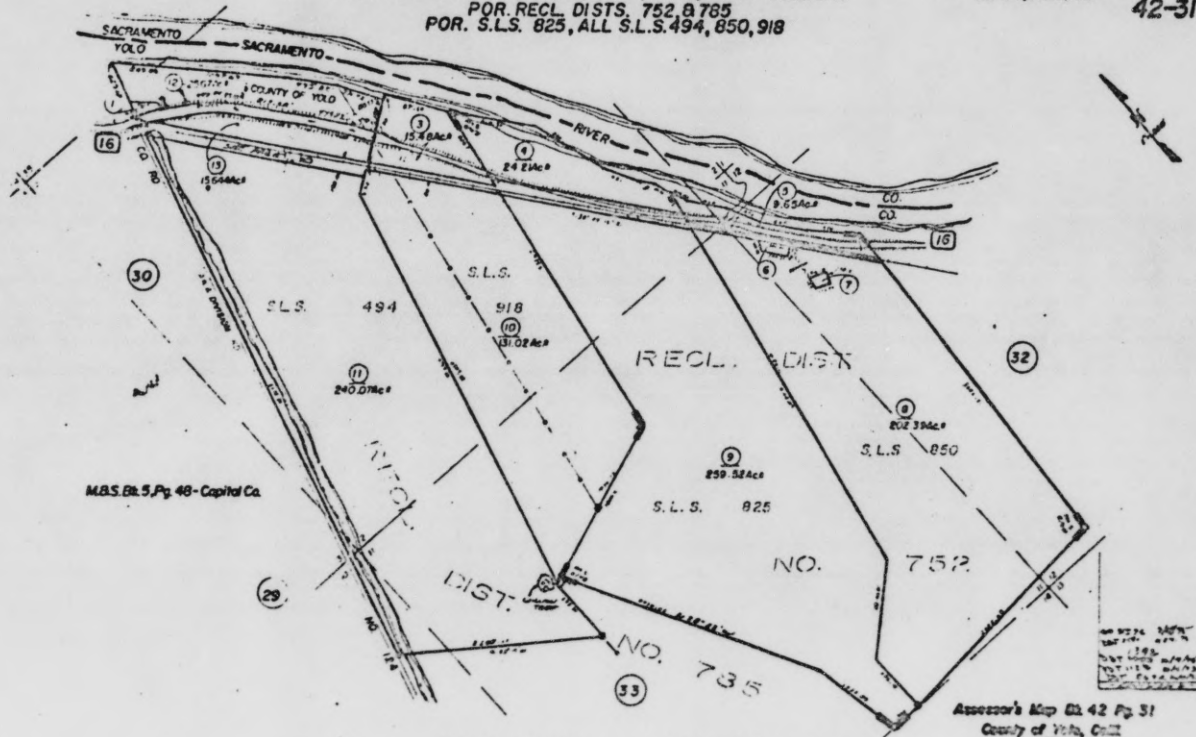
Section's Map Bl. 42, Pg. 50
County of Yuba, Calif.

Micro Fiched
(547)

EXHIBIT "C" (2)

POR. PROJ. SEC. 1,2,3,10,11,12, T.9N., R.3E. M.D.B.G.M.
 POR. RECL. DIST. 752, 8785
 POR. S.L.S. 825, ALL S.L.S. 494, 850, 918

CAUTION- These maps ARE NOT to be used for legal descriptions.
 42-31



(formerly por 24-13)

NOTE - Assessor's Stock Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

Assessor's Map 21.42 Pg. 51
 County of Yolo, Calif

Micro Fiched

EXHIBIT "C" (3)

EXTRACT FROM MINUTES OF MEETING OF THE
RECLAMATION BOARD
May 16, 1978

ITEM NO. 8 AGREEMENT NO. 72-90 -

Agreement Between the County of Yolo and the Reclamation Board for Maintenance and Operation of Elkhorn Park, When the State and Federal Portion of the Work is Completed. For Approval and Execution by the President and Secretary.

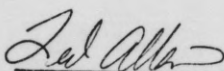
Upon motion by Mr. DeWit, seconded by Mr. Katz, and unanimously carried, the Board authorized the President and Secretary to execute the agreement.

Micro Fiched

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.
Office of the Reclamation Board)

I, TED ALLEN, Assistant Secretary of The Reclamation Board, do hereby certify that the above is a true and correct extract from the minutes of the meeting of said Board held on May 16, 1978.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of The Reclamation Board this 7th day of June, 1978.



TED ALLEN, Assistant Secretary
The Reclamation Board

AGREEMENT NO. 28-91

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 28th
day of February, 1978, by and between

JOHN DE BO, JR.

c/o RODEGERDTS, MEANS, NORTUP & ESTEY

P.O. Box 610

Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve # 101 by the County by Resolution No. 28-32, which was filed in the Office of the County Recorder of Yolo County on February 28, 1978 and recorded in Volume 1294 of Official Records at Page 226 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY *Arthur H. Edwards*
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

John De Bo, Jr.
(JOHN DE BO, JR.)

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 2-28, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

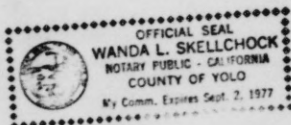
LAURENCE P. HENIGAN, COUNTY CLERK

John E. Spencer
By _____
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On this May 6, 1974, before me the undersigned ~~Notary Public~~ of the County of Yolo, personally appeared JOHN DE BO, JR., known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 6th day of May, 1974.



John L. Skellchock

NOTARY PUBLIC

COMBINATION GUARANTEE

71 1862

RECEIVED
1977 1077

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

RODERGERDTS, MEANS & ESTEY

Order No. 74721 AMENDED Liability \$ 125.00 Fee \$ 25.00

WESTERN TITLE INSURANCE COMPANY
 a corporation, herein called the Company

GUARANTEES

Micro Fiched

RODERGERDTS, MEANS & ESTEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of November 30, 1977
 @ 5:00 P.M.

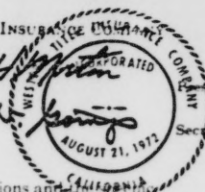
, in the County of YOLO, STATE OF CALIFORNIA

Countersigned:

Charles H. Brown
 Vice President

WESTERN TITLE INSURANCE COMPANY

By *R. H. [Signature]* President
 By *J. H. [Signature]* Secretary



Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74721 AMENDED

Effective Date: November 30, 1977 @ 5:00 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to October 27, 1977, with respect to the name(s) of

JOHN DeBO, JR.

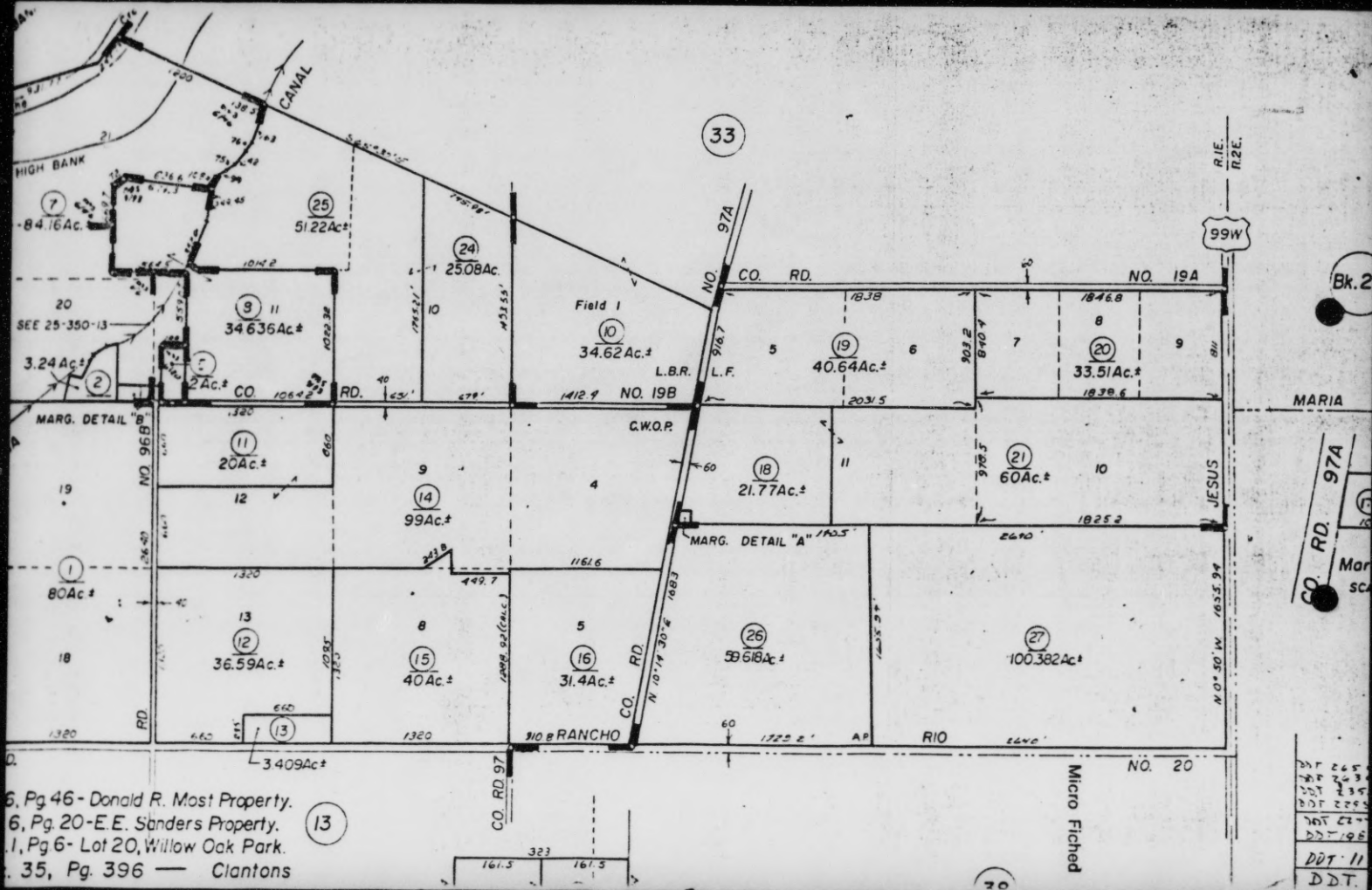
Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situated in the County of Yolo, State of California and is described as follows:

BEGINNING AT the Northeast corner of Section 25, Township 10 North, Range 1 East M.D.B.&M., and running thence North 0° 50' West along the Township line 1655.94 feet; thence South 89° 50' West 2640.00 feet; thence South 0° 50' East along a line parallel to the Township line, 1655.94 feet to the North line of Section 25, Township 10 North, Range 1 East, M.D.B.&M.; thence along said North line, North 89° 50' East 2640.00 feet to the point of beginning.

NOTE: THIS REPORT WAS AMENDED TO SHOW ONLY THAT CERTAIN PARCEL OF LAND DESCRIBED ABOVE CONTAINING ± 100 acres.



AGREEMENT NO. 78-92

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 28th
day of February, 19 78, by and between _____
Mary A. Motta
P.O. Box 157
Woodland Ca 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 5 by the County by Resolution No. 78-32, which was filed in the Office of the County Recorder of Yolo County on February 28, 19 78 and recorded in Volume 1294 of Official Records at Page 222 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

William R. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Margaret
by Gladys Mottishaw, Secretary

STATE OF CALIFORNIA)
COUNTY OF YOLO } ss.

On 2-28, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Pete E. Lucas
By _____
DEPUTY

TO 1947 CA (8-74)

(Attorney in Fact - Individual)

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On 7-13-77 before me, the undersigned, a Notary Public in and for said State,
personally appeared Walter C. Motta aka Walter Motta, Sr.
known to me to be the person whose name is subscribed to the within instrument, as the
Attorney in fact of Mary A. Motta
and acknowledged to me that he subscribed the name
of Mary A. Motta thereto as principal
and his own name as Attorney in fact.

WITNESS my hand and official seal.

Signature

Daniel C. Barber

TITLE INSURANCE
AND TRUST
A TFCR COMPANY



DANIEL C. BARBER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY

My Commission Expires November 2, 1980

(This area for official notarial seal)



RO 19324-018

Record Owner Guarantee Title Insurance and Trust Company

Liability \$100.00

a California corporation, herein called the Company, guarantees

Fee \$ 35.00

Your

Ref. 27-270-65

COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: **a Final Decree of Distribution**
Doc. recorded **11-16-54** Doc. No. **8439** in Book **437** Page **554** D. T. S. \$ **None**
In favor of

Mary A. Motta

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

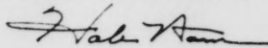
DESCRIPTION:

See Exhibit "A" attached hereto and by reference made a part hereof.

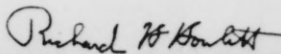
Dated: 7-7-77 @ 7:30 A.M.

Addition to A-P-5

Title Insurance and Trust Company

by 

PRESIDENT

Attest: 

SECRETARY

Exhibit "A"

All that real property situate in the County of Yolo, State of California,
described as follows:

PARCEL 1: Commencing at a gas pipe marking the center of Section 20, Township 10 North, Range 2 East, M.D.B. & M., and extending thence North $0^{\circ} 37'$ West up and along the quarter section line running North and South through the center of said Section 20, a distance of 1314 feet to the intersection of a 40-foot road running Westerly through the Wooster and Holton Subdivision; thence South $89^{\circ} 43'$ East along the said South line of said road projected Easterly a distance of 992.10 feet to the intersection with the West line of the property of Sam Grigsby; thence South $0^{\circ} 46'$ East down and along the line between lands of Grigsby and the herein described tract 1314.0 feet to the intersection of the quarter section line running East and West through the center of above mentioned Section 20, said point being marked by a gas pipe; thence North $89^{\circ} 43'$ West along last mentioned quarter Section line 995.47 feet to the point of beginning.

PARCEL 2: Lot 8 of Wooster and Holton Subdivision of the Northwest quarter section 20, Township 10 North, Range 2 East, M.D.B. & M., as the same are delineated on the map of Wooster and Holton Subdivision, recorded July 3, 1912, in Map book 2 at page 60, Records of Yolo County, California. **Micro Fiched**

NOTE: By Instrument dated October 15, 1967, recorded September 18, 1968 in book 891 of Official Records, page 660, Walter C. Motta was appointed Attorney-in-Fact for Mary A. Motta, and said Power of Attorney has not been revoked.



RO 15513-050

Record Owner Guarantee Title Insurance and Trust Company

Liability \$100.00

a California corporation, herein called the Company, guarantees

Fee \$25.00

Your

Ref. APN 27-340-1

County of Yolo

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: **A Director's Deed**

Doc. recorded **Nov. 13, 1969** Doc. No. **12568** in Book **926** Page **680** D. T. S. \$ **NONE**

In favor of

Micro Fiched

Mary A. Motta, a widow as her sole and separate property

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

See Attached Exhibit "A"

Dated: **October 21, 1977** @ 7:30 A.M.

Title Insurance and Trust Company

by *Vald Am...*

PRESIDENT

Attn: *Richard H. Bonlett*

SECRETARY

Addition to Presume #5

EXHIBIT "A"

All that real property situate in the unincorporated area, County of Yolo, State of California, described as follows:

A portion of that certain parcel of land in the Northwest 1/4 of the Southeast 1/4 of Fractional Section 20, Township 10 North, Range 2 East, M.D.B. & M., which parcel was acquired by the State of California by deed recorded in Book 907, page 523, Official Records of Yolo County, described as follows:

BEGINNING at the Northeasterly corner of the parcel of land acquired by said deed; thence along the Northerly line North $89^{\circ} 08' 26''$ West 1323.86 feet to the Northwesterly corner of said parcel; thence along the Westerly line of said parcel, South $00^{\circ} 00' 34''$ West 53.47 feet; thence leaving said Westerly line South $74^{\circ} 47' 02''$ East 8.26 feet; thence South $72^{\circ} 53' 23''$ East 793.91 feet to a point distance 112.00 feet Northerly, measured at right angles, from the "B₁" line at Engineer's Station "B₁" 764+13.00 of the Department of Public Works' Survey on Road 03-Yol-5, Post Mile 6.7/11.1; thence South $75^{\circ} 20' 37''$ East 575.38 feet to a point in the Easterly line of said parcel; thence along said Easterly line North $00^{\circ} 02' 37''$ East 414.95 feet to the point of beginning.

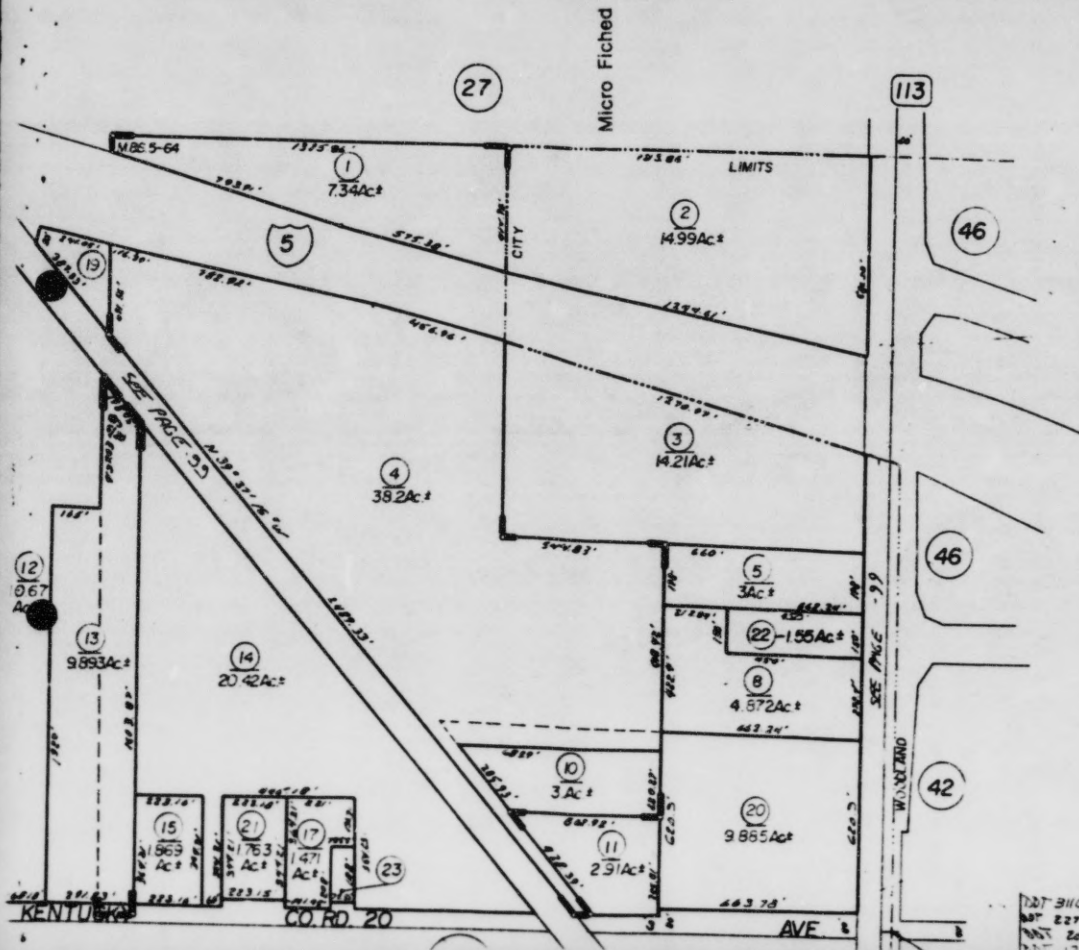
Micro Fiched

POR. SEC. 20, T.10 N., R.2 E., M.D.B.&M.

CAUTION - THESE MAPS ARE NOT TO BE used for legal descriptions.

27-34

20-74



NOT BUILT 6/26/75
 LOT 2273 10/6/74
 LOT 209 8/5/74
 LOT 179 1/8/74

MAR 15 1978

LAURENCE P. HEMGAN, Clerk

By L. P. Hemgan
DeputyCOUNTY OF YOLO, CALIFORNIACONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day
of February, 1978, by and between

Lawson Mechanical Contractors

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Micro Fiched

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

the Installation of High Pressure Steam Boiler at Yolo

General Hospital, Woodland, California

(Description and Location of Project)

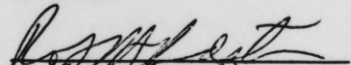
in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

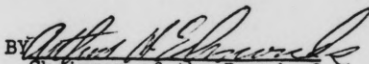
Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Base Bid	L.S.	\$56,425.00	\$56,425.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

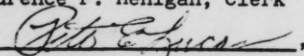

(County Counsel)

COUNTY OF YOLO

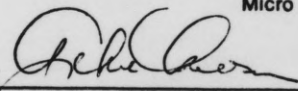
BY 
Chairman of the Board of
Supervisors
MAR 15 1976

ATTEST:

Laurence P. Henigan, Clerk

By , Deputy

Micro Fiched

BY 

Archie Lawson

Lawson Mechanical Contractors

P.O. Box 15224/58 Arden Way

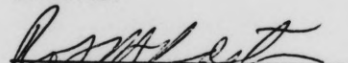
Sacramento, CA 95813

Contractor & Address

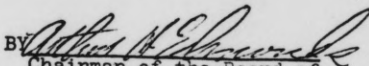
Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 178385.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

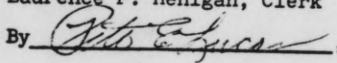

(County Counsel)

COUNTY OF YOLO

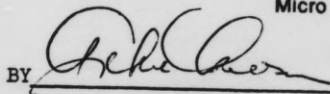
BY 
Chairman of the Board of
Supervisors
MAR 15 1976

ATTEST:

Laurence P. Henigan, Clerk

By , Deputy

Micro Fiched

BY 
Archie Lawson
Lawson Mechanical Contractors
P.O. Box 15224/58 Arden Way
Sacramento, CA 95813
Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 178385

STANDARD AGREEMENT —
STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

APPROVED BY THE
ATTORNEY GENERAL

/ Yolo County
Agreement No. 72-94 /

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐

THIS AGREEMENT, made and entered into this 1st day of January, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director - CSEEO	Employment Development Department Cal. State Economic Opportunity Office	7800 1829
hereinafter called CSEEO, and	County of Yolo for	
YOLO COUNTY ECONOMIC OPPORTUNITY COMMISSION		

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to CSEEO services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, the parties to this agreement desire, pursuant to Title IV-A of
Public Law 94-385, (42 USC §6851, et seq.), the Energy Conservation In
Existing Buildings Act of 1976, to implement a weatherization assistance
program to assist in insulating the dwellings of low-income persons,
particularly the elderly and handicapped, in order both to aid those persons
least able to afford higher utility costs and to conserve needed energy;

NOW, THEREFORE, the parties hereby agree as follows:

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Approved as to Form

Dated

[Signature] (Continued on page 3)
County Counsel of Yolo County

The provisions on page 2 constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY: Employment Development Department Cal. State Economic Opportunity Office		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)			
BY (AUTHORIZED SIGNATURE):		BY (AUTHORIZED SIGNATURE):			
TITLE:		TITLE:			
Director - CSEEO		CHAIRMAN, BOARD OF SUPERVISORS.			
CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR:		ADDRESS: COUNTY OF YOLO, STATE OF CALIFORNIA			
Department of General Services Use ONLY	AMOUNT ENCUMBERED	APPROPRIATION		FUND	
	UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
	ADJ. INCREASING ENCUMBRANCE	FUNCTION			
	ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY				DATE	

1. The term of this agreement shall be from January 1, 1978 to March 31, 1978.
2. The total amount payable by CSEOO to Contractor shall not exceed \$ 26,000, as specified in the budget attached hereto as Attachment A, incorporated herein by reference.

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3. As authorized by §417(d) of P.L. 94-385 (42 USC 6567(d)), Contractor may request an initial advance payment of \$ 8,667, an amount not exceeding its estimated costs for performance during the first month of this agreement. Thereafter, Contractor shall submit monthly invoices in arrears by the 20th day of the following month. The initial advance to the Contractor shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of Contractor in carrying out the purpose of this agreement. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by Contractor for authorized costs under this agreement as set forth in Attachment A. Advances will be liquidated during the last month of the agreement.
4. Contractor agrees to the following provisions:
 - A. Documentation procedures shall be established to ensure that no dwelling unit shall be eligible for weatherization assistance under this agreement unless it is the dwelling unit of a family unit -

- (1) Whose income is at or below the poverty level set forth below:

<u>Family Size</u>	<u>Non-Farm Family</u>	<u>Farm Family</u>
1	\$2,970	\$2,550
2	3,930	3,360
3	4,890	4,170
4	5,850	4,980
5	6,810	5,790
6	7,770	6,600

(For family units with more than 6 members, add \$960 for each additional member in a non-farm family and \$810 for each additional member in a farm family.)

OR

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- (2) Which contains a member who has received cash assistance payments under Title IV or Title XVI of the Social Security Act or applicable state or local law paid during the 12-month period preceding the federal fiscal year in which funds were obligated for financial assistance to such dwelling unit.

Examples of proof of income eligibility which may be required include the following: W-2 form, Welfare Basic Grant form, Social Security Statement of Earnings, proof of ownership, or signed renter Weatherization Service Agreement form (to be provided by CSEOO).

- B. Contractor shall inspect the dwelling unit of each eligible applicant to determine if the unit is structurally sound and not in need of excessive rehabilitation. If the dwelling unit is ineligible because of the need for extensive repair, the low-income applicant for weatherization assistance shall be referred to the local Housing and Community Development organization,

U. S. Farmers Housing Administration, housing loan program, etc. If the applicant can get the necessary repairs accomplished, insulation may be installed as part of that repair work. Contractor agrees that applications which satisfy the income eligibility and housing suitability conditions shall be reviewed by the local Project Advisory Committee established pursuant to instructions from the U. S. Community Services Administration to ensure compliance with the intentions of P.L. 94-385 to give special attention to the needs of the low-income elderly and handicapped.

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- C. Except as provided below, only weatherization materials which meet or exceed the Standard for Weatherization Materials, attached hereto as Attachment B, and incorporated herein by reference, shall be purchased with funds provided under this agreement. Weatherization materials for which standards do not exist in Attachment B may be approved by the Regional Administrator, U. S. Department of Energy, for use in a weatherization project if requested by either CSEOO or Contractor. A weatherization project under this agreement shall apply the approaches to weatherization contained in Project Retro-Tech, FEA Conservation Paper No. 28, a copy of which has already been provided Contractor and is incorporated herein by reference, including the energy conservation techniques therein or the CSA Form 481, December 1975, "Building Weatherization Plan", which shall be provided to Contractor by CSEOO.

D. Priority shall be given to identifying and providing weatherization assistance to elderly and handicapped low-income persons, as specified in Attachment C, attached hereto and incorporated herein by reference.

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- E. Financial assistance provided under this agreement shall be used to supplement, and not supplant, state or local funds and, to the maximum extent practicable as determined by the U. S. Department of Energy, to increase the amounts of those funds that would be made available in the absence of federal funds provided under this agreement;
- F. To the maximum extent practicable, Contractor will secure the services of volunteers, training participants and public service employment workers, pursuant to CETA, to work under the supervision of qualified supervisors and foremen;
- G. To the maximum extent practicable, the use of weatherization assistance shall be coordinated with other federal, state, local or privately funded programs in order to improve thermal efficiency and to conserve energy; and
- H. Low-income members of an Indian tribe shall receive benefits equivalent to the assistance, either on or off rancherias, as is provided to other low-income persons.

- I No rental dwelling unit shall be weatherized without first obtaining the written permission of the owner of the dwelling unit or his agent and the tenant on a Weatherization Service Agreement form to be provided by CSEOO.
- J. At least ninety percent (90%) of the funds provided under this agreement shall be used to purchase weatherization materials. Allowable expenditures for weatherization materials, as set forth in Attachment A, include only the following costs - **Micro Fiched**
- (1) Purchase of weatherization materials FOB but not including mechanical equipment valued in excess of \$50 per dwelling unit;
 - (2) Transportation of weatherization materials, tools, equipment, and work crews to any storage site and to the site of weatherization work, except no purchase or lease of vehicles shall be allowed;
 - (3) Maintenance, operation and insurance of vehicles used to transport weatherization materials;
 - (4) Tools and equipment not to exceed \$50 for any one item;
 - (5) Taxes related to other allowable expenditures for weatherization materials.
- K. Administrative funds in the amount indicated in Attachment A are provided. Allowable administrative expenses shall not include any costs of labor to carry out a weatherization project under this

agreement. Allowable administrative expenses may include liability insurance for personal injury and property damage for a weatherization project as required in paragraph L below, audit, and bookkeeping services.

- L. To obtain and to maintain public liability and property damage insurance, including but not limited to premises and automobiles, with minimum liability limits of Five Hundred Thousand Dollars (\$500,000) for bodily injury or death of any person, and damage Micro Fiched to property of not less than Five Hundred Thousand Dollars (\$500,000) resulting from any occurrence. Said policy shall provide that 30 days' written notice to CSEOO, Employment Development Department, shall be required before cancellation or material change of any of the terms of the policy.
- M. No funds under this agreement shall be used for any of the following purposes -
- (1) To weatherize a dwelling unit which has been weatherized previously with funds granted under Title IV-A of Public Law 94-385, unless such dwelling unit has been damaged by fire, flood, or act of God and repair of the damage to weatherization materials is not paid for by insurance;
 - (2) To weatherize a dwelling unit which is vacant or designated for acquisition or clearance by a federal, state or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed; or
 - (3) To purchase cosmetic items or a heating or cooling source.

- N. Cost of weatherization materials provided under this agreement shall not exceed \$250 in the case of any dwelling unit.
- O. The Administrator, U. S. Department of Energy, and his/her designee, and the Director, U. S. Community Services Administration, and his/her designee, shall have the right to monitor and evaluate weatherization projects under this agreement through on-site inspections, or through other means, in order to ensure the effective provision of weatherization assistance for the dwelling units of low-income persons. The Administrator, U. S. Department of Energy, and his/her designee, the **Micro Fiched** Comptroller General of the United States and his/her designee, and if Contractor is a Community Action Agency, the Director, Community Services Administration, and his/her designee, shall have access for the purpose of audit and examination to any of Contractor's books, documents, papers, information and records of any weatherization project performed under this agreement. In addition, Contractor shall permit CSEOO to conduct, on a periodic basis, an audit of the pertinent records of Contractor concerning financial assistance received under this agreement.
- P. Contractor shall keep such records as the U. S. Department of Energy shall require, including records which fully disclose the amount and disposition of the funds received under this agreement, the total cost of a weatherization project, the source and amount of funds for such project or program not supplied by U. S. Department

of Energy, and such other records as U. S. Department of Energy deems necessary for an effective audit and performance of evaluation. Such record keeping shall be in accordance with Federal Management Circular 74-7, and the regulations promulgated by U. S. Department of Energy at 10 CFR Part 440. Contractor shall furnish CSEOO with the following two reports on a monthly basis, on forms furnished to Contractor by CSEOO:

- (1) Program activity report.
- (2) Financial report.

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Each of these two reports will be due no later than the 20th day of the month following the month being reported, but preferably as soon after the 1st day as possible.

Q. The Contractor shall establish a Project Advisory Committee as per CSA Instruction 6143-1a, if one does not already exist. The Project Advisory Committee shall consist of at least 51 percent poor persons and include representatives of the local governments and other resource agencies within the community served as well as a representative or representatives of the local public utility and local fuel dealers. The Project Advisory Committee:

- (1) Should be the focal point of energy-related planning for Contractor; it can also play a major leadership role in the larger community, through educating the non-poor about the need for and the benefits accruing to them from energy conservation.

(2) Shall recommend to Contractor policies for guiding the development of the appropriate local policies for selection of dwellings to be weatherized and households eligible for crisis intervention assistance.

(3) Shall recommend to Contractor a system for inspection of completed work that will assure:

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- (a) That the principles of a balanced combination of energy conserving improvements as set forth in the "Community Planning Guide to Weatherization" (CSA Pamphlet 6143-6), a copy of which has already been provided Contractor and is incorporated herein by reference, have been followed;
- (b) That infiltration problems have been addressed;
- (c) That insulation materials meet minimum Federal standards for safety and effectiveness (See CSA Pamphlet 6143-6, Appendix C);
- (d) That needed inspection, cleaning, and repairs of heating source have been completed to provide maximum efficiency and assure safety; and
- (e) That quality of workmanship has been maintained in accordance with standards described on pages 27-29 of CSA Pamphlet 6143-6 which include the following:

1. Proper installation of insulation with vapor barrier toward heated space;
2. Provision of ventilation in attic and/or crawl space;
3. Proper density of loose fill or blown-in insulation to prevent excessive settling;
4. Adequate protection of water pipes in unheated areas after installation of insulation. Micro Fiched
5. Proper installation of attic floor insulation so that it does not touch roof at eaves.

(4) Renter occupied dwelling. In the case of renter occupied dwelling, the goal of any weatherization project shall be to assist low-income tenants and to avoid enrichment of property owners. The primary effort of Contractor shall be to seek the enforcement of local codes and the mobilization of owner's resources for the installation of needed energy conserving improvements; and wherever projects do carry out weatherization of renter occupied dwelling, agreements should be obtained from property owners which include a provision that following the completion of the weatherization project the low-income tenant shall not be evicted or removed from the dwelling for a stated period of time so long as he/she has complied with all on-going obligations and responsibilities owed the landlord or owner. Such agreements should, in addition, provide as follows:

- (A) where the owner or landlord pays for heating or cooling the dwelling, the agreement should provide either (i) that the owner or landlord shall reduce the rent over a stated period of time by an amount equal to the value of the weatherization materials supplied, and agrees not to raise the rental on the property beyond the pre-weatherization level for a stated period thereafter; or (ii) that the owner or landlord shall repay to the contractor and/or CSEOO over a stated Micro Fiched period of time an amount equal to the value of the materials supplied, and agrees not to raise the rental on the property for such period of time and for a stated period thereafter.
- (B) where the tenant pays for heating and cooling the dwelling, the agreement may provide merely that the owner or landlord agrees not to raise the rental on the property for a state period of time.
- (ii) Any exceptions must be approved by the Contractor and CSEOO on a case by case basis, on the recommendation of the Project Advisory Committee and based on documented need. Agreements obtained should be maintained in the Contractor's files and shall be made available for inspection upon request.

R. To give public relations credit to the State of California and U. S.

Department of Energy in all press releases, news conferences, and radio or television presentations pertaining to the activities carried out under this agreement and any subcontract based upon this agreement.

5. Either party may terminate this agreement effective 30 days after written notice to the other party. In such event, Contractor shall be paid for its actual allowable costs in accordance with the terms of this agreement up to the time the termination notice becomes effective. Micro Fiched
6. No person in the United States shall, on the ground of race, color, national origin, or sex, or on the ground of any other factor specified in any federal law prohibiting discrimination, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, project, or activity supported in whole or in part with financial assistance provided by this agreement.
7. This agreement shall not be effective until signed by both parties and approved by the State of California, Department of General Services.
8. This agreement may be amended only by written agreement of both parties. There are no oral understandings or agreements not incorporated herein.

ATTACHMENT A

Budget

Materials	\$ 23,702
Transportation	312
Tools/Equipment	208
Administration	1,778

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ATTACHMENT B

27908

A—STANDARDS FOR WEATHERIZATION MATERIALS

Insulation—Mineral fiber		Standards
Material or product		
Blanket/batt	.....	Conformance to F.S. HH-1-521E and ASTM 0665-70.
Board	.....	Conformance to F.S. HH-1-526C and ASTM 0612-70 or C726-72.
Duct material	.....	Conformance to F.S. HH-1-545B.
Loose fill	.....	Conformance to F.S. HH-1-1030B and ASTM C764-73.
Insulation—Mineral cellular:		
Aggregate board	.....	Conformance to F.S. HH-1-529B.
Cellular glass	.....	Conformance to F.S. HH-1-551B and ASTM C552-73.
Perlite	.....	Conformance to F.S. HH-1-574A and ASTM C549-73.
Vermiculite	.....	Conformance to F.S. HH-1-585B and ASTM C516-47.
Insulation—Organic fiber:		
Cellulose—classes 25 and 75	.....	Conformance to F.S. HH-1-515C and ASTM C739-73 (loose fill).
Cellulose—class 200	.....	Conformance to F.S. HH-1-515C and ASTM C739-73 (loose fill) and fire safety requirements.
Vegetable	.....	Conformance to F.S. HH-1-528B and fire safety requirements.
Board and block	.....	Conformance to F.S. LLL-1-535A and ASTM C306-73 and fire safety requirements.
Insulation—Organic cellular:		
Polystyrene board	.....	Conformance to F.S. HH-1-524B and ASTM C578-69 and fire safety requirements.
Urethane board	.....	Conformance to F.S. HH-1-530A and ASTM C591-69 and fire safety requirements.
Flexible unicellular	.....	Conformance to F.S. HH-1-537B and ASTM C534-70 and fire safety requirements.
Insulation—Air spaces: Reflective		
Storm windows:		Conformance to F.S. HH-1-1252A.
Aluminum frame	.....	Equivalent to ANSI A134.3-1972.
Wood frame	.....	Conformance to Sec. 3 of NWMA Industry Standard I.52-73.
Rigid vinyl frame	.....	Conformance to NBS Product Standard PS26-70 and performance guarantee.
Frameless plastic glazing	.....	Required minimum thickness, 6 mil (0.006 in.).
Storm doors:		
Aluminum	.....	Equivalent to ANSI A134.4-1972.
Wood:		
Pine	.....	Conformance to Sec. 3 of NWMA I.55-73.
Fir, hemlock, spruce	.....	Conformance to Sec. 3 of FHDA/5-73.
Hardwood veneered	.....	Conformance to Sec. E of NWMA I.51-73.
Rigid vinyl	.....	Conformance to NBS Product Standard PS26-70 and performance guarantee.
Caulks and sealants	.....	Commercial availability.
Weatherstripping	.....	Do.
Vapor barriers	.....	Conformance to ASTM C755-73.
Clock thermostats	.....	Commercial availability.

Notes

¹ F.S. means federal specifications as cited, copies of which may be obtained from Specifications Sales, Building 197, Washington Naval Yard, General Services Administration, Washington, D.C. 20407.

² For fire safety requirements, see Sec. 2.1.3.1 of NBSIR 75-785 which may be obtained from FEA.

[PR Doc. 77-15515 Filed 5-31-77; 8:45 am]

*Standards for California as recommended by EGIA and the Energy Commission. Each bag must be identified with an Underwriters Laboratory label.

FEDERAL REGISTER, VOL. 42, NO. 103—WEDNESDAY, JUNE 1, 1977

R. value too low
for cost effective
use in some CA
areas

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ATTACHMENT C

Priority Populations To Be Served

	Number	Percent
Total Houses to be Weatherized	<u>120</u>	<u>100</u>
Elderly	<u>63</u>	<u>52.5</u>
Handicapped	<u>10</u>	<u>8.3</u>
American Indians	<u>5</u>	<u>4.2</u>

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1 4. Non-governmental RECIPIENTS agree to deposit and expend all
2 funds received pursuant to this agreement through a separate
3 checking account. All recipients agree to separately account
4 for all revenue sharing funds with sufficient detail to enable
5 COUNTY'S auditor to determine the amount received, and amount
6 expended, and that the amount remaining at any time. RECIPIENT
7 further agrees to report to COUNTY the expenditures of such
8 funds in the form and manner prescribed by COUNTY. If revenue
9 sharing funds are invested, the interest therefrom must be
10 used within the budget categories approved by the Board of
11 Supervisors.

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12 5. All funds not spent by the end of the contract period
13 must be returned to the County unless an extension for the
14 use of these funds is granted by the Board of Supervisors.

15 6. RECIPIENT agrees that the funds transferred to it must be for
16 a program, project or activity that will require its expenditure
17 within a reasonable time. Such funds cannot be invested by
18 the secondary recipient as a base for an endowment fund from
19 which only the income earned therefrom will be used. Such
20 investment would constitute non-compliance.

21 7. Accounting:

22 RECIPIENT agrees:

- 23 a. To cause in independent audit of the program which
24 is the subject to this agreement.
25 b. To maintain proper and adequate records and ledgers
26 sufficient to enable an audit of the program which is
27 the subject of this agreement, and to make said
28 ledgers and records available to such auditor upon
29 reasonable request of COUNTY.
30 c. To maintain its financial accounts in a manner
31 effective to:
32 (1) Permit necessary reports required by the Secretary

1 of the Treasury to be prepared therefrom.

- 2 (2) Permit the tracing of Revenue Sharing funds to
3 a level of expenditure which is adequate to
4 establish that such funds have not been used in
5 violation of the restrictions and prohibitions
6 of the Act, applicable regulations and this
7 agreement.

- 8 (3) Be available to inspection by employees of COUNTY
9 the aforesaid records and documents, upon reason-
10 able request of COUNTY.

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- 11 (4) To establish and maintain accounting procedures
12 which meet normally accepted accounting practices
13 and principles, and to comply with the recommenda-
14 tions of COUNTY'S auditor for the purpose of
15 establishing and maintaining such accounting
16 practices and fulfilling the terms of this agree-
17 ment.

18 8. Compliance with State and Local Fiscal Assistance Act of
19 1972, as Amended.

20 RECIPIENT agrees to comply with all requirements of the State
21 and Local Fiscal Assistance Act of 1972 (Public Law 92-512,
22 31 USC 1221 through 1264) and with all applicable rules and
23 regulations promulgated thereunder. (31 CFR 51).

24 9. Non Discrimination:

- 25 a. RECIPIENT agrees to comply with Title VI and VII of
26 the Civil Rights Act of 1964, with § 122(a) of the
27 Revenue Sharing Act, with 31 CFR §§ 51.50-51.62
28 attached hereto as Exhibit "B" and incorporated
29 herein by this reference, and with the Constitution
30 and applicable laws of the State of California.
31 b. RECIPIENT agrees and warrants that it will not,
32 directly or through contractual or other arrangements,

on the grounds of race, color, national origin or sex:

- (1) Deny any service or other benefits provided subject to this agreement.
- (2) Provide any service or other benefit which is different, or provided in a different form from that provided to others.
- (3) Subject any person to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit.
- (4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- (5) Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit.
- (6) Deny any person an opportunity to participate in any program or activity as an employee.
- (7) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.
- (8) Utilize criteria or methods of administration of the program which is the subject of this agreement which has the effect of:
 - (a) subjecting individuals to discrimination.
 - (b) perpetuating the results of past discriminatory practices.
 - (c) defeating or substantially impairing

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1 accomplishment of the objectives of the
2 program or activity with respect to
3 individuals of a particular race, color,
4 national origin, or sex, age, handicap
5 and religion.

6 (9) Make a selection of sites or locations for
7 facilities operated pursuant to this agreement
8 which has the effect of:

- 9 (a) Excluding individuals from such facilities.
10 (b) Denying the individuals the benefits of
11 such facilities.
12 (c) Subjecting individuals using the facilities
13 to discrimination.

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14 10. Insurance: Without limiting RECIPIENT'S agreement to
15 indemnify COUNTY, RECIPIENT agrees to maintain in force at all
16 times during the performance of this agreement, a policy or
17 policies of insurance sufficient to fully cover its operation.
18 RECIPIENT further agrees to maintain in full force and effect
19 the policy or policies of insurance which are described on the
20 applicable section of RECIPIENT'S proposed budget, attached
21 hereto as Exhibit "A" and incorporated herein by this reference.
22 RECIPIENT agrees not to cancel or reduce the amount of coverage
23 of any of the aforesaid insurance without giving notice in writing
24 at least 10 days in advance of such cancellation or modification
25 to COUNTY, and agrees to abide with reasonable requirements
26 imposed by COUNTY upon said cancellation or modification.
27 RECIPIENT further agrees and warrants that during all times
28 during the performance of this agreement, RECIPIENT will,
29 at its sole cost, maintain Workmen's Compensation Insurance
30 fully covering all employees of RECIPIENT.

31 11. Indemnification: RECIPIENT agrees and warrants that
32 it shall indemnify, defend and hold harmless COUNTY, its

1 officers, agents and employees from and against any and all
2 claims, losses, liabilities or damages, including attorney's
3 fees arising out of or resulting from the performance of this
4 agreement, caused in whole or in part by any negligent act or
5 omission of RECIPIENT or anyone directly or indirectly employed
6 by RECIPIENT, regardless of whether or not it is caused in
7 part by a party indemnified hereunder. RECIPIENT further
8 agrees and warrants that in the event that COUNTY becomes
9 obligated to reimburse the Federal Government for any Revenue
10 Sharing funds which are subject to this agreement by virtue of
11 the non compliance of RECIPIENT with any applicable Federal
12 law or regulation, RECIPIENT shall reimburse COUNTY for said
13 obligation of COUNTY to the Federal Government.

Micro Fiched

14 12. Relationship of Parties: At all times during the perfor-
15 mance of this agreement, RECIPIENT is an independent contractor
16 of COUNTY; at no time will any employee, agent, or contractor
17 of RECIPIENT be, or be construed to be, an employee, agent or
18 contractor of COUNTY for any purpose.

19 13. Assignability: This agreement is not assignable in
20 whole or in part without the written consent of COUNTY.

21 14. Subcontracting: RECIPIENT shall not enter into subcon-
22 tracts for any of the work contemplated under this agreement
23 without first obtaining written approval from COUNTY.

24 15. Waiver: Any waiver by COUNTY of any default, breach, or
25 conditions of this agreement, shall not be construed as a
26 waiver by COUNTY of any other default, breach, or condition, or
27 any other right hereunder.

28 16. Merger Clause: This writing embodies the full under-
29 standing of the parties hereto, and is intended to supercede
30 all other agreements between the parties as to the subject
31 matter contained herein, whether written or oral, prior or
32 contemporaneous. No alteration or variation of any term of

1 this agreement shall be valid unless made in writing and signed
2 by the parties hereto or their successors in office.

3 17. Successors: This agreement shall bind and inure to the
4 benefit of the successors in interest of COUNTY and RECIPIENT
5 in the same manner as if such party had been expressly named
6 herein.

7 18. Term: The term of this agreement is from the date of
8 its execution until June 30, 1978, unless otherwise terminated
9 as provided herein.

Micro Fiched

10 19. Termination: Either party to this agreement may terminate
11 the agreement upon delivery to the other party of a notice of
12 termination, said termination to be effect no sooner than
13 thirty (30) days after delivery of such a notice, and said
14 termination to be effective only upon the reimbursement to
15 COUNTY of all revenue sharing funds unexpended by RECIPIENT as
16 of the date of termination; provided, however, that in the event
17 that the funds available to COUNTY under the State and Local
18 Assistance Act of 1972 are reduced or withdrawn by the Federal
19 Government, COUNTY may terminate this agreement immediately, and
20 RECIPIENT agrees to reimburse COUNTY immediately for all funds
21 unexpended as of the date of said termination.

22 RECIPIENT acknowledges and agrees that COUNTY shall retain
23 ultimate control over all aspects of the program funded by this
24 agreement which involves the exercise of judgment and/or discretion.
25 COUNTY has fully examined RECIPIENT'S proposal, and
26 has determined that provision of the facilities and/or services
27 described therein fulfills a valid and necessary public purpose,
28 and that the method of administration of said program as described
29 in said proposal is proper.

30 RECIPIENT agrees to obtain prior written approval of COUNTY
31 before implementing any changes in the aforesaid program which
32 require the vote of the directing board of RECIPIENT, or which

1 in fact constitute a substantial alteration in the scope,
2 purpose, method of administration, method of selecting
3 clients or recipients, method of charging fees, if any, or
4 allocation of the funds received pursuant to this agreement.
5 Failure to obtain said approval shall constitute a material
6 breach of this agreement, and COUNTY may, at its sole option,
7 immediately terminate or enforce this agreement. In the
8 event COUNTY terminates this agreement because of said breach,
9 RECIPIENT will immediately repay to COUNTY all revenue sharing
10 funds which were unexpended on the day preceeding the breach
11 regardless of when RECIPIENT was notified of the breach by
12 COUNTY.

Micro Fiched

13 IN WITNESS WHEREOF, the parties hereto have executed this
14 agreement on the day and year first above written.

15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17 BY Arthur H. Edwards
18 CHAIRMAN OF THE BOARD OF SUPERVISORS
19 3-9-78

20 ATTEST:

21 LAURENCE P. HENIGAN, CLERK

22 BY Patricia E. Lucas
23 DEPUTY

24 (SEAL)

25 RECIPIENT:

26 BY Donald M. Swann

27
28 APPROVED AS TO FORM
29 CHARLES R. MACK
30 COUNTY COUNSEL

31 By Elizabeth J. Fidler
32 DEPUTY COUNTY COUNSEL

EXHIBIT A

Describe the program and the activities for which Federal Revenue Sharing Funds will be used.

The Legal Aid Society of Sacramento County, Inc. will utilize Federal Revenue Sharing funds from Yolo County exclusively for the Legal Center for the Elderly, Yolo County. Formerly the Center was located at 511 Main Street, Woodland, California. As a result of no increase in funds, the Society has consolidated the Center with the Society's office at 517 Second Street, Woodland, California to reduce overhead expenses. The staff for the Center will include a full-time attorney, two full-time paralegals (one of whom is partially funded by a CETA contract with Yolo County), a part-time receptionist-secretary, and volunteers. As a direct result of consolidation, the Center's staff will have the use of two other secretaries, law library, office space, and other equipment provided by funds from the Legal Services Corporation, and the Litigation Back-up Unit of senior attorneys in Sacramento.

The Center staff will provide free high quality, effective and efficient legal services for eligible clients 60 years of age and over in Yolo County. Outreach programs will be conducted in various communities including Byte, Broderick, Knights Landing, Dunningan, Winters, Esparto, Guinda and West Sacramento.

Micro Fiched

Shortly after the consolidation of the Center with the Society's other office in November, Lois Thomas, Project Director for several years, resigned. A new attorney, Albert Dominguez was hired in mid-January, 1978. Representatives from the Yolo County Commission on Aging graciously participated on the interview team consisting of staff from the Yolo office, and members of the Board of Directors of the Society. Two days of interviews and two evenings of discussion about candidates resulted in the hiring of Mr. Dominguez from 85 applicants for the position. Mr. Dominguez received his law degree from the University of California, Davis Law School and is a resident of Davis.

Anne Gayles is a resident of Yolo County and is a paralegal, presently under a CETA contract. Liz Orozco is the part-time receptionist and resides in Yolo County. One paralegal position is presently being advertised.

During the period when there was no attorney on staff, the two attorneys at the Woodland office supervised the Center staff and handled court appearances when necessary. Mr. Dominguez and other staff have recently completed training in the legal problems of the elderly, having attended courses at Chico State University. Further training will be provided to the staff during the year.

The telephone numbers used by the Center have remained the same at the new location including the tie-line to West Sacramento.

There is adequate office space for the Center staff at the new location. Greater privacy has resulted for the clients, since the previous location was not sound-proof and conversations could be overheard in a common hallway. The Center has retained its name and its identity. It has its own sign, its own telephone numbers, its own stationery, its own staff, its own offices.

The present staff consists of one male, Chicano, and two women, one Black, one Chicana, who are salaried. The staff has bilingual capabilities in English and Spanish.

Department of the Treasury

Assistant Director

Internal Revenue Service

Date

Sept. 27, 1972

In reply refer to

FL-1301, Code 425

A-21230: SCW

(415) 555-5792

Legal Aid Society of Sacramento
County920 Ninth Street
Sacramento, California 95814

ATTN: Mike MONTGOMERY

In reference to:

Status

Micro Fiched:

Please note only the items checked below:

☒ According to our records, your organization was granted exemption from Federal income tax as a charitable type organization described in section 501(c)(3) of the Internal Revenue Code on Sept., 1965.

☐ You appear to be a chapter of which is a central parent organization having a group ruling exemption from Federal income tax. You should contact the central organization and request addition to its list of affiliated chapters. Once you are added to this list, you will have obtained exemption and need not apply separately.

☐ Our records indicate that you are listed as an affiliated chapter of which is a central organization having a group ruling exemption from Federal income tax. As a listed affiliate, you are exempt from Federal income tax and need not apply separately.

☐ Your organization appears to be a title holding corporation described in section 501(c)(2) of the Internal Revenue Code. The tax exemption granted the organization for whose property you hold title does not apply to you. You must obtain a separate exemption. The appropriate application form is enclosed.

☐ Your organization appears to be a part of a governmental unit or political subdivision. If this is so, your gross income is not subject to tax according to section 115 of the Internal Revenue Code, you would not need to apply for tax exemption under section 501(a) nor would you be required to file annual information returns. Please consult with your municipal or state government to confirm whether or not you are a governmental unit.

LEGAL AID SOCIETY OF SACRAMENTO COUNTY

Executive Office

1235 H STREET, SACRAMENTO, CALIFORNIA 95814

444-6760

Revenue Sharing - Yolo County

Salaries

July 1, 1977 - December 31, 1977

Attorney	1,597.97
Paralegal	4,825.68
Receptionist	1,144.25
Total Salaries	\$13,567.90

Operating Expense

July 1, 1977 - November 30, 1977

Micro Fiched

Fringe Benefits	\$ 342.02
Consultant's Contract Services	1,271.28
Travel and Training Conference	60.00
Travel - Out-of-Town	118.48
Printing	49.00
Insurance	5.57
Travel Expense	127.67
Rent	480.00
Facilitie - Maintenance & Repair	110.00
Office Supplies	209.74
Postage	98.25
Equipment - lease rental	66.32
Telephone	758.19
Miscellaneous	7.25
Total operating expense	3,703.77
Total Salaries and Operating expense	<u>\$17,271.67</u>

EXHIBIT B

General Information about the Agency:

Agency's Name LEGAL AID SOCIETY OF SACRAMENTO COUNTY, INC.

Agency's Address 1235 H Street

Sacramento

CA 95814

Agency's Phone No. 444-6760

Chairman of the Agency's Governing Body:

Name Carole Atherton

Address 1235 H Street

Sacramento

CA 95814

Phone No. 444-6760

Executive Director of the Agency:

Micro Fiched

Name Donald A. Griesmann

Address 1235 H Street

Sacramento

CA 95814

Phone No. 444-6760

Person held accountable within the Agency for the expenditure of funds:

Name Willie Hunter, Administrator

Signature *Willie Hunter*

Address 1235 H Street

Sacramento

CA 95814

Phone No. 444-6760

EXHIBIT C

Financial Information about the Agency

1. Agency's Insurance Agent

Broker's Name JONES & BRAND & HULLINS

Agency Legal Aid Society of Sacramento County

Address 1235 H Street

Sacramento,

CA 95814

Phone No. 444-6760

Name of Insuring Company American Guarantee & Liability Ins. Co.

c/o Mr. Weersing

Public Liability Limits 500,000

2. Agency Employees

Agency Employee Identification Number Fed 94-1384659 State, 910-0470-5

3. Federal Income Exemption Status

Micro Fiched

Agency's IRS Exemption Letter attached: Yes X No

4. Financial Statement

Provide a financial statement showing the amount of County Revenue Sharing funds previously received and the items for which these funds were expended.

If on June 30, 1977 previously granted County Revenue Sharing funds have not been spent, then indicate the amount and the intended use of these funds.

EXHIBIT D
1977-78
Revenue Sharing Budget

Budget Categories	Amounts
SALARIES (Name of Position)	
1. Attorney I	\$13,342
2. Paralegal	8,870
3. Receptionist	2,795
4.	
5.	
6.	
BENEFITS (OASDI, Health, etc.)	1,369
RENT	1,494
UTILITIES	
TELEPHONE	1,878
INSURANCE (Liability, Workmen's Comp., etc.)	100
	Micro Fiched
OFFICE EXPENSE	510
PROFESSIONAL SERVICES	2,004 2,590 <i>W/X</i>
TRAVEL	528
OTHER-MISCELLANEOUS (describe)	1,610
1. Out-of-Town Travel & Conference	\$453.00
2. Printing	130.00
3. Postage	240.00
4. Equipment-Lease Rental	171.00
5. Vehicle Maintenance & Repair	200.00
6. Other	416.00
CAPITAL OUTLAY (Equipment, etc.) (describe)	
1.	
2.	
3.	
4.	
5.	
TOTAL (COUNTY ALLOCATED REVENUE SHARING FUNDS)	\$35,496.00

* No cents--round off to even dollar.

**County allocated revenue sharing money ONLY--do not include monies from other sources.

35,000 *AM*

FILED

MAILED
LAURENCE P. HENIGAN, Clerk
By: *[Signature]* Deputy

AGREEMENT NO. 78-96

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 1st day of July, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY and COUNTY SUPERINTENDENT OF SCHOOLS hereinafter called RECIPIENT.

W I T N E S S E T H:

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1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221-1264).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on August 23, 1977; COUNTY wishes to implement said proposal pursuant to Government Code §§ 25209.5 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this agreement, pay over to RECIPIENT, the sum of \$76,500.

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the summary of proposal and budget statement attached hereto as Exhibits "A" and "D" respectively and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

3. RECIPIENT agrees that the activities to be undertaken pursuant to this Agreement are those activities described in the proposal attached hereto as Exhibits "A" and "D" and agrees to administer said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

1 4. Non-governmental RECIPIENTS agree to deposit and expend all
2 funds received pursuant to this agreement through a separate
3 checking account. All recipients agree to separately account
4 for all revenue sharing funds with sufficient detail to enable
5 COUNTY'S auditor to determine the amount received, and amount
6 expended, and that the amount remaining at any time. RECIPIENT
7 further agrees to report to COUNTY the expenditures of such
8 funds in the form and manner prescribed by COUNTY. If revenue
9 sharing funds are invested, the interest therefrom must be
10 used within the budget categories approved by the Board of
11 Supervisors. Micro Fiched

12 5. All funds not spent by the end of the contract period
13 must be returned to the County unless an extension for the
14 use of these funds is granted by the Board of Supervisors.

15 6. RECIPIENT agrees that the funds transferred to it must be for
16 a program, project or activity that will require its expenditure
17 within a reasonable time. Such funds cannot be invested by
18 the secondary recipient as a base for an endowment fund from
19 which only the income earned therefrom will be used. Such
20 investment would constitute non-compliance.

21 7. Accounting:

22 RECIPIENT agrees:

- 23 a. To cause an independent audit of the program which
24 is the subject to this agreement.
- 25 b. To maintain proper and adequate records and ledgers
26 sufficient to enable an audit of the program which is
27 the subject of this agreement, and to make said
28 ledgers and records available to such auditor upon
29 reasonable request of COUNTY.
- 30 c. To maintain its financial accounts in a manner
31 effective to:
- 32 (1) Permit necessary reports required by the Secretary

of the Treasury to be prepared therefrom.

- (2) Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable regulations and this agreement.
- (3) Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY. **Micro Fiched**
- (4) To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY'S auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

8. Compliance with State and Local Fiscal Assistance Act of 1972, as Amended.

RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC 1221 through 1264) and with all applicable rules and regulations promulgated thereunder. (31 CFR 51).

9. Non Discrimination:

- a. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR §§ 51.50-51.62 attached hereto as Exhibit "B" and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.
- b. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements,

on the grounds of race, color, national origin or sex:

- (1) Deny any service or other benefits provided subject to this agreement.
 - (2) Provide any service or other benefit which is different, or provided in a different form from that provided to others.
 - (3) Subject any person to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit.
- Micro Fiched
- (4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
 - (5) Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit.
 - (6) Deny any person an opportunity to participate in any program or activity as an employee.
 - (7) Deny any person an equal opportunity to participate as appointed members of planning or advisory bodies in connection with the disposition of entitlement funds.
 - (8) Utilize criteria or methods of administration of the program which is the subject of this agreement which has the effect of:
 - (a) subjecting individuals to discrimination.
 - (b) perpetuating the results of past discriminatory practices.
 - (c) defeating or substantially impairing

1 accomplishment of the objectives of the
2 program or activity with respect to
3 individuals of a particular race, color,
4 national origin, or sex, age, handicap
5 and religion.

- 6 (9) Make a selection of sites or locations for
7 facilities operated pursuant to this agreement
8 which has the effect of: **Micro Fiched**
9 (a) Excluding individuals from such facilities.
10 (b) Denying the individuals the benefits of
11 such facilities.
12 (c) Subjecting individuals using the facilities
13 to discrimination.

14 10. Insurance: Without limiting RECIPIENT'S agreement to
15 indemnify COUNTY, RECIPIENT agrees to maintain in force at all
16 times during the performance of this agreement, a policy or
17 policies of insurance sufficient to fully cover its operation.
18 RECIPIENT further agrees to maintain in full force and effect
19 the policy or policies of insurance which are described on the
20 applicable section of RECIPIENT'S proposed budget, attached
21 hereto as Exhibit "A" and incorporated herein by this reference.
22 RECIPIENT agrees not to cancel or reduce the amount of coverage
23 of any of the aforesaid insurance without giving notice in writing
24 at least 10 days in advance of such cancellation or modification
25 to COUNTY, and agrees to abide with reasonable requirements
26 imposed by COUNTY upon said cancellation or modification.
27 RECIPIENT further agrees and warrants that during all times
28 during the performance of this agreement, RECIPIENT will,
29 at its sole cost, maintain Workmen's Compensation Insurance
30 fully covering all employees of RECIPIENT.

31 11. Indemnification: RECIPIENT agrees and warrants that
32 it shall indemnify, defend and hold harmless COUNTY, its

1 officers, agents and employees from and against any and all
2 claims, losses, liabilities or damages, including attorney's
3 fees arising out of or resulting from the performance of this
4 agreement, caused in whole or in part by any negligent act or
5 omission of RECIPIENT or anyone directly or indirectly employed
6 by RECIPIENT, regardless of whether or not it is caused in
7 part by a party indemnified hereunder. RECIPIENT further
8 agrees and warrants that in the event that COUNTY becomes **Micro Fiched**
9 obligated to reimburse the Federal Government for any Revenue
10 Sharing funds which are subject to this agreement by virtue of
11 the non compliance of RECIPIENT with any applicable Federal
12 law or regulation, RECIPIENT shall reimburse COUNTY for said
13 obligation of COUNTY to the Federal Government.

14 12. Relationship of Parties: At all times during the perfor-
15 mance of this agreement, RECIPIENT is an independent contractor
16 of COUNTY; at no time will any employee, agent, or contractor
17 of RECIPIENT by, or be construed to be, an employee, agent or
18 contractor of COUNTY for any purpose.

19 13. Assignability: This agreement is not assignable in
20 whole or in part without the written consent of COUNTY.

21 14. Subcontracting: RECIPIENT shall not enter into subcon-
22 tracts for any of the work contemplated under this agreement
23 without first obtaining written approval from COUNTY.

24 15. Waiver: Any waiver by COUNTY of any default, breach, or
25 conditions of this agreement, shall not be construed as a
26 waiver by COUNTY of any other default, breach, or condition, or
27 any other right hereunde.

28 16. Merger Clause: This writing embodies the full under-
29 standing of the parties hereto, and is intended to supercede
30 all other agreements between the parties as to the subject
31 matter contained herein, whether written or oral, prior or
32 contemporaneous. No alteration or variation of any term of

1 this agreement shall be valid unless made in writing and signed
2 by the parties hereto or their successors in office.

3 17. Successors: This agreement shall bind and inure to the
4 benefit of the successors in interest of COUNTY and RECIPIENT
5 in the same manner as if such party had been expressly named
6 herein.

7 18. Term: The term of this agreement is from the date of
8 its execution until June 30, 1978, unless otherwise terminated
9 as provided herein.

Micro Fiched

10 19. Termination: Either party to this agreement may terminate
11 the agreement upon delivery to the other party of a notice of
12 termination, said termination to be effect no sooner than
13 thirty (30) days after delivery of such a notice, and said
14 termination to be effective only upon the reimbursement to
15 COUNTY of all revenue sharing funds unexpended by RECIPIENT as
16 of the date of termination; provided, however, that in the event
17 that the funds available to COUNTY under the State and Local
18 Assistance Act of 1972 are reduced or withdrawn by the Federal
19 Government, COUNTY may terminate this agreement immediately, and
20 RECIPIENT agrees to reimburse COUNTY immediately for all funds
21 unexpended as of the date of said termination.

22 RECIPIENT acknowledges and agrees that COUNTY shall retain
23 ultimate control over all aspects of the program funded by this
24 agreement which involves the exercise of judgment and/or discretion.
25 COUNTY has fully examined RECIPIENT'S proposal, and
26 has determined that provision of the facilities and/or services
27 described therein fulfills a valid and necessary public purpose,
28 and that the method of administration of said program as described
29 in said proposal is proper.

30 RECIPIENT agrees to obtain prior written approval of COUNTY
31 before implementing any changes in the aforesaid program which
32 require the vote of the directing board of RECIPIENT, or which

1 in fact constitute a substantial alteration in the scope,
2 purpose, method of administration, method of selecting
3 clients or recipients, method of charging fees, if any, or
4 allocation of the funds received pursuant to this agreement.
5 Failure to obtain said approval shall constitute a material
6 breach of this agreement, and COUNTY may, at its sole option,
7 immediately terminate or enforce this agreement. In the
8 event COUNTY terminates this agreement because of said breach,
9 RECIPIENT will immediately repay to COUNTY all revenue sharing
10 funds which were unexpended on the day preceeding the breach
11 regardless of when RECIPIENT was notified of the breach by
12 COUNTY. **Micro Fiched**

13 IN WITNESS WHEREOF, the parties hereto have executed this
14 agreement on the day and year first above written.

15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17
18 BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

19 ATTEST:

MAR 15 1978

20 LAURENCE P. HENIGAN, CLERK

21 BY Pete E. Lucas
22 DEPUTY

23 (SEAL)

24 RECIPIENT:

25
26 BY Jack J. Potter

27
28
29 APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

30
31 By Elizabeth S. Fische
DEPUTY COUNTY COUNSEL

EXHIBIT A

Describe the program and the activities for which Federal Revenue Sharing Funds will be used.

The Yolo County Office of Education will provide a day-care program in the three Harvest Day Care Centers (Esparto, Winters, and Yolo) and will maintain the year-round Yolo Parent Child center in Woodland and the United Christian Center in Broderick. The day care program is designed to (1) provide a safe, healthy, supervised environment for the young children of low-income families who need this service in order to be employed or in training programs leading to employment, or to be engaged in summer harvest employment, and (2) provide day care services for approximately a twelve hour period to receive and care for children during the usual working hours of the parents.

Micro Fiched

EXHIBIT B

General Information about the Agency:

Agency's Name Yolo County Office of Education

Agency's Address 500 First Street

Woodland CA 95695

Agency's Phone No. 666-8424

Chairman of the Agency's Governing Body:

Name A. Doyle Reed

Address 328 E. 12th Street

Davis, CA 95616

Phone No. 753-2759

micro Fiched

Executive Director of the Agency: County Superintendent of Schools

Name Jack J. Potter

Address 500 First Street

Woodland, CA 95695

Phone No. 666-8362

Person held accountable within the Agency for the expenditure of funds:

Name Forrest L. Honnold, Project Administrator

Signature Forest L. Hammond

Address 500 First Street

Woodland CA 95695

Phone No. 666-8424

EXHIBIT C

Financial Information about the Agency

1. Agency's Insurance Agent

Broker's Name L.E. Wraith and Associates, Inc. - L.E. Wraith
Cas Swett

Agency _____

Address 350 Court Street

Woodland, CA 95695

Phone No. 662-9181

Name of Insuring Company INA

Public Liability Limits \$ 5,000,000

2. Agency Employees

Agency Employee Identification Number 95-2746725

Micro Fiched

3. Federal Income Exemption Status

Agency's IRS Exemption Letter attached: Yes x No

4. Financial Statement

Provide a financial statement showing the amount of County Revenue Sharing funds previously received and the items for which these funds were expended.

If on June 30, 1977 previously granted County Revenue Sharing funds have not been spent, then indicate the amount and the intended use of these funds.

	AMT
INCOME	76500
EXPENSES	
SALARIES	5102644
FRINGES	548300
OPERATING	1171700
<u>TOTAL EXPENSES</u>	<u>6822644</u>
<u> BALANCE</u>	<u>227356</u>

NOTE: BALANCE of \$223.56 IS CONTINGENT UPON FINAL
CLOSOUT ADJUSTMENTS OF STATE DEPARTMENT OF EDUCATION.
FOLLOWING THIS CLOSOUT, REMAINING FUNDS WILL
BE USED TO SUPPORT CHILD DAY CARE PROGRAMS.

EXHIBIT D
1977-78
Revenue Sharing Budget

Summary

Budget Categories	Amounts
SALARIES (Name of Position)	
1.	\$ 61,404
2.	
3.	
4.	
5.	
6.	
BENEFITS (OASDI, Health, etc.)	4,256
RENT	Micro Fched
UTILITIES	1,000
TELEPHONE	
INSURANCE (Liability, Workmen's Comp., etc.)	300
OFFICE EXPENSE	300
PROFESSIONAL SERVICES	1,740
TRAVEL	500
OTHER-MISCELLANEOUS (describe)	
1. Instructional Supplies	1,000
2. Other Supplies	500
3. Food	5,500
4.	
5.	
6.	
CAPITAL OUTLAY (Equipment, etc.) (describe)	
1.	
2.	
3.	
4.	
5.	
TOTAL (COUNTY ALLOCATED REVENUE SHARING FUNDS)	\$ 75,500

* No cents--round off to even dollar.

**County allocated revenue sharing money ONLY--do not include monies from other sources.

Budget Categories	Harvest	Amounts
SALARIES (Name of Position)		
1. Head Teacher	Aide	\$ 42,222
2. Head Teacher	Aide	
3. Head Teacher	Aide	
4. Teacher	Aide	
5. Teacher	Cook	
5. Teacher	Cook	
BENEFITS (OASDI, Health, etc.)		2,885
RENT		
UTILITIES		1,000
TELEPHONE		Micro Filled
INSURANCE (Liability, Workmen's Comp., etc.)		300
OFFICE EXPENSE		
PROFESSIONAL SERVICES		1,200
TRAVEL		500
OTHER-MISCELLANEOUS (describe)		
1. Instructional Supplies		1,000
2. Other Supplies		500
3. Food		5,500
4.		
5.		
6.		
CAPITAL OUTLAY (Equipment, etc.) (describe)		
1.		
2.		
3.		
4.		
5.		
TOTAL (COUNTY ALLOCATED REVENUE SHARING FUNDS)		\$ 55,107

* No cents--round off to even dollar.

**County allocated revenue sharing money ONLY--do not include monies from other sources.

Budget Categories	Yolano	Amounts
SALARIES (Name of Position)		
1.		\$ 2,061
2.		
3.		
4.		
5.		
6.		
BENEFITS (OASDI, Health, etc.)		
RENT		
UTILITIES		
TELEPHONE		
INSURANCE (Liability, Workmen's Comp., etc.)		Micro Filled
OFFICE EXPENSE		
PROFESSIONAL SERVICES		
TRAVEL		
OTHER-MISCELLANEOUS (describe)		
1.		
2.		
3.		
4.		
5.		
6.		
CAPITAL OUTLAY (Equipment, etc.) (describe)		
1.		
2.		
3.		
4.		
5.		
TOTAL (COUNTY ALLOCATED REVENUE SHARING FUNDS)		\$ 2,061

* No cents--round off to even dollar.

**County allocated revenue sharing money ONLY--do not include monies from other sources.

Budget Organization

United Christian

Report

SALARIES (Name of Position)	
1. Teacher	\$ 5,391
2. Teacher	5,391
3.	
4.	
5.	
6.	
BENEFITS (OASDI, Health, etc.)	
RENT	
UTILITIES	
TELEPHONE	
INSURANCE (Liability, Workmen's Comp., etc.)	
OFFICE EXPENSE	
PROFESSIONAL SERVICES	
TRAVEL	
OTHER-MISCELLANEOUS (describe)	
1.	
2.	
3.	
4.	
5.	
6.	
CAPITAL OUTLAY (Equipment, etc.) (describe)	
1.	
2.	
3.	
4.	
5.	
TOTAL (COUNTY ALLOCATED REVENUE SHARING FUNDS)	
	\$ 10,782

Micro Fiched

* No cents--round off to even dollar.

**County allocated revenue sharing money ONLY--do not include monies from other sources.

Budget Categories

Administration

Accounts

SALARIES (Name of Position)

1. ~~XXXXXXXXXX~~ Project Administrator

\$ 2,288

2. Secretary

2,036

3. Supervising Account Clerk

941

4. Accounting Officer

1,074

5.

6.

BENEFITS (OASDI, Health, etc.)

1,371

RENT

UTILITIES

TELEPHONE

Micro Filled

INSURANCE (Liability, Workmen's Comp., etc.)

OFFICE EXPENSE

300

PROFESSIONAL SERVICES

540

TRAVEL

OTHER-MISCELLANEOUS (describe)

1.

2.

3.

4.

5.

6.

CAPITAL OUTLAY (Equipment, etc.) (describe)

1.

2.

3.

4.

5.

TOTAL (COUNTY ALLOCATED REVENUE SHARING FUNDS)

\$ 8,550

* No cents--round off to even dollar.

**County allocated revenue sharing money ONLY--do not include monies from other sources.

EXEMPTION CERTIFICATE

For use by States and Political Sub-Divisions thereof (Political Bodies)
or the District of Columbia

February 6, 19 78

The undersigned hereby certifies that ~~he~~^{she} is a Deputy for the Yolo County

Office of Education of _____ and that he is

authorized to execute this certificate.

Micro Fiched

The article or articles were purchased from _____

_____ and are for the exclusive use of _____

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the States, etc., is limited to the sale of articles purchased for their exclusive use, and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact will be reported by me to the manufacturer of the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with costs of prosecution.

Thomas M. Stafford
Signature

Deputy
Title

AMENDMENT TO AGREEMENT

(Broderick Boat Launching Facility)

THIS AGREEMENT is entered into on March 1, 1978, between the California Department of Navigation and Ocean Development (DEPARTMENT) and the County of Yolo (APPLICANT).

I.

Micro Fiched

DEFINITIONS

PREVIOUS AGREEMENT - That agreement between DEPARTMENT and APPLICANT dated September 24, 1973, and amended on June 29, 1977.

All other terms are as defined in the PREVIOUS AGREEMENT.

II.

RECITALS

1. The construction of the PROJECT was completed in the time allowed; however, due to administrative delays, the APPLICANT's request for final payment was not made until after the date for such payment had lapsed.

2. The DEPARTMENT has agreed that final payment of grant funds as requested by the APPLICANT should be made.

III.

GENERAL TERMS

The DEPARTMENT and the APPLICANT agree as follows:

1. Paragraph 8 of the PREVIOUS AGREEMENT shall be deleted and the following substituted therefor: All payment requests for grant funds shall be received by the DEPARTMENT from the APPLICANT no later than April 1, 1978.

2. Save and except as herein amended, the PREVIOUS AGREEMENT shall remain in full force and effect.

////////

////////

1 STATE OF CALIFORNIA
2 DEPARTMENT OF NAVIGATION AND
3 OCEAN DEVELOPMENT

COUNTY OF YOLO

4 By _____

By

Arthur H. [Signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
MAR - 9 1972
Date Signed

6 _____
7 Date Signed

Date Signed

Micro Fished

9 I hereby certify that all conditions for exemption set forth in State
10 Administrative Manual Section 1209 have been complied with and this document
11 is exempt from review by the Department of Finance.

12 _____
13 Director

14
15
16
17
18
19
20
21
22
23
24
25
26
27
[Signature]
Approved as to form
Date _____
County Counsel of Yolo County

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

Project

Sub-Grantee Name

City of Davis (Project #56)

Address

226 F Street

City

Davis, California 95616

Program Director

Phone:

756-3740

Date of Modification

March 1, 1978

FILED

MAR 28 1978

LAURENCE P. HENIGAN, Clerk

By DEBRA E. CONLEY

Deputy

micro riched

The Sub-Grant between the parties, Yolo County Agreement No. 77-159 is hereby modified as follows:

1. Net amount of funds affected by this modification:

~~INCREASE~~

Decrease of \$ 6,413

2. The grant period originally starting on 8-08-77 and ending on 8-07-78 is extended from - to -.
3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
4. The attached exhibit sets forth the positions authorized and financed during the modification period.
5. This modification is effective on the Date of Modification set forth above.

City of Davis

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

Howard L. Reese
(Signature of Authorized Officer)

Howard L. Reese, City Manager
(Typed Name & Title of
Authorized Officer)

William E. Duncan

WILLIAM E. DUNCAN *Vice-Chairman*
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY *Barbara A. Rodgers*
DEPUTY

(SEAL)

CITY OF DAVIS
ENVIRONMENTAL CONSERVATION AND RESTORATION

<u>POSITION/TITLE</u>	<u>WAGES AND BENEFITS</u>
Maintenance Worker I	\$ 10,322
Community Service Worker	10,981
Community Service Worker	10,982
Community Service Worker	10,951
Community Service Worker	10,982
Community Service Worker	<u>9,425</u>
Six Positions	TOTAL COST <u>\$ 63,643</u>

Micro Fiched

Contract period 12 months effective 8-08-77 through 8-07-78.

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI
Project

FILED

Sub-Grantee Name

City of Woodland (Project #58)

Address

300 First Street

City

Woodland, CA 95695

Phone:

662-5416

Program Director

Date of Modification

March 1, 1978

MAR 28 1978

LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY, Deputy

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 77-161 is hereby modified as follows:

1. Net amount of funds affected by this modification:

~~INCREASE~~

Decrease of \$ 5,466.

2. The grant period originally starting on 8-29-77 and ending on 8-28-78 is extended from - to -.

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

City of Woodland

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

Thomas A. Peterson
(Signature of Authorized Officer)

Thomas A. Peterson, City Manager
(Typed Name & Title of
Authorized Officer)

William E. Eundan

WILLIAM E. EUNDAN Vice-Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley
DEPUTY

(SEAL)

Project #58

CITY OF WOODLAND
FIRE PREVENTION AND REPORTING EDUCATION PROGRAM

<u>POSITION/TITLE</u>	<u>WAGES AND BENEFITS</u>	
Administrative Assistant	\$ 10,490	
Administrative Assistant	9,974	
Administrative Assistant	9,831	Micro Fiched
Administrative Assistant	<u>8,519</u>	
Four Positions	TOTAL COST	<u>\$ 38,814</u>

Contract period 12 months effective 8-29-77 through 8-28-78.

FILED

MAR 29 1978

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

LAURENCE P. HENIGAN, Clerk

By DEBRA E. CONLEY
Deputy

TITLE VI

Project

Sub-Grantee Name

Mexican-American Concilio of Yolo County & East Yolo Concilio (Project #154)

Address

716 Main Street/954 Sacramento Avenue

City

Phone:

Woodland, CA 95695/Broderick, CA 95605

372-5590

Program Director

Date of Modification

March 1, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 77-168 is hereby modified as follows:

1. Net amount of funds affected by this modification:

~~INCREASE~~

Decrease of \$ 5,926

2. The grant period originally starting on 8-08-77 and ending on 8-7-78 is extended from - to -
3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
4. The attached exhibit sets forth the positions authorized and financed during the modification period.
5. This modification is effective on the Date of Modification set forth above.

East Yolo Concilio

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

(Legal Name of Sub-Grantee)

Nora Valadez
(Signature of Authorized Officer)

William E. Duncan

Nora Valadez, CPB Coordinator/Manager
(Typed Name & Title of
Authorized Officer)

WILLIAM E. DUNCAN *Vice-Chairman*
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers
DEPUTY

(SEAL)

Project #153

EAST YOLO CONCILIO
CONSUMER PROTECTION BUREAU

<u>POSITION/TITLE</u>	<u>WAGES AND BENEFITS</u>	
Case Worker	\$ 8,003	
Case Worker	8,259	
Case Worker	8,344	
Case Worker	7,076	
Case Worker	7,855	Micro Fiched
Case Worker	6,682	
Clerk Typist	7,952	
Secretary	<u>6,995</u>	
Eight Positions	TOTAL COST	<u>\$ 61,166</u>

Contract period 12 months effective 8-08-77 through 8-07-78.

FILED

MAR 27 1978

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

LAURENCE P. HENIGAN, Clerk
By Debra Conley
Deputy

TITLE VI
Project

Sub-Grantee Name

Mexican-American Concilio of Yolo County and East Yolo Concilio (Project #153)

Address

716 Main Street

City

Woodland, CA 95695

Phone:

666-1088

Program Director

David Armendariz

Date of Modification

March 1, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 77-167 is hereby modified as follows:

1. Net amount of funds affected by this modification:

Increase

~~Decrease~~ of \$ 12,072

2. The grant period originally starting on 9-06-77 and ending on 4-05-78 is extended from 9-06-77 to 9-06-78.

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
4. The attached exhibit sets forth the positions authorized and financed during the modification period.
5. This modification is effective on the Date of Modification set forth above.

Mexican-American Concilio of Yolo County and East Yolo

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of the Sacramento-Yolo Employment and Training Agency

David Armendariz
(Signature of Authorized Officer)

W. E. Dungan

David Armendariz, Interim Executive Director
(Typed Name & Title of Authorized Officer)

WILLIAM E. DUNGAN Vice-Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers
DEPUTY

(SEAL)

MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY
UNITIZED TRAINING PROGRAM (AUTO DETAILING AND MINOR REPAIR)

<u>POSITION/TITLE</u>	<u>WAGES AND BENEFITS</u>	
Instructor	\$ 10,104	
Auto Mechanic Trainee	7,448	
Auto Mechanic Trainee	7,111	
Auto Mechanic Trainee	7,073	
Auto Mechanic Trainee	6,939	
Auto Mechanic Trainee	6,500	Micro Fiched
Auto Mechanic Trainee	5,811	
Auto Mechanic Trainee	4,160	
Auto Mechanic Trainee	<u>3,681</u>	
Nine Positions	TOTAL COST	<u>\$ 58,827</u>

Contract period 12 months effective 9-06-77 through 9-05-78.



MEXICAN AMERICAN CONCILIO OF YOLO COUNTY

A MEXICAN-AMERICAN COMMUNITY BASED AGENCY

Affiliated with Spanish Speaking Councils of California

716 MAIN STREET

WOODLAND, CALIFORNIA 95691

PHONE: (916) 666-1088

President

Simon Pina

Vice-President

Jorge Acevedo

Richard Gonzales

Secretary

Robert Cardenas

Treasurer

Maria Zamora

Executive Director

David Armendariz

February 27, 1978

Ralph Harris
C.E.T.A. - (Manpower Coordinator)
Yolo County Courthouse, Room 102
Woodland, Calif.

MICRO Fiched

Dear Ralph,

The Mexican-American Concilio has forwarded to your office a budget modification for the Auto-Mechanic Project. The duration of the first contract was to be terminated in March 1978. With the request for continuation the project will be in operation untill September of 1978.

As you are aware, the Program is doing excellently in providing quality training for eight trainees and the unit is supervised by one instructor. I have been extremely impressed with the enthusiasm of all the employees involved in the project. Eventhough the program success was doubted

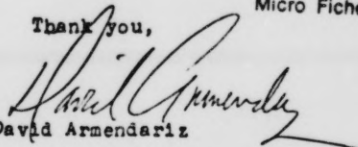
Non Profit California Corporation

in the begining, all are at the present doing quite well.

The Mexican-American Conoillio appreciates the efforts
and the cooperation that your office has provided to the
project.

Thank you,

Micro Fiched


David Armendariz

MIN-13

(7)

Minute Order No. 78-181: Authorized referral of drinking driver second offenders to the Sacramento "Driving Under the Influence Program" to be in effect for a maximum of four months- until July 1, 1978;

approved and authorized the Vice-Chairman of the Board of Supervisors to sign Agreement No. 78-102 with Sacramento County, for referral of Comprehensive Drinking while Under the Influence Treatment Project, for eligible Yolo County residents. (rescinded by 78-289, of 4-25-78)

Micro Fiched

FILED

MAR 21 1978

LAURENCE P. HENIGAN, Clerk

By *Richard A. Long*
Deputy

AGREEMENT NO. 78-103

(Amendment of Lease Agreement)

THIS AMENDMENT OF LEASE AGREEMENT is made on March 14,
1978, between MARY B. SIMMONS ("LESSOR"), whose address is
3420 Country Club Drive, El Macero, California, 95618, and the
COUNTY OF YOLO ("LESSEE"), a political subdivision of the State
of California, who agree as follows:

Micro Fiched

I. RECITALS:

This amendment of lease agreement is made with reference to
the following facts and objectives:

1. John W. Brinley and Laurette F. Brinley and LESSEE entered
into a written lease agreement dated October 24, 1972,
known as Yolo County Agreement No. 72-251.
2. LESSOR is the successor in interest of John W. Brinley and
Laurette F. Brinley.
3. Said Agreement No. 72-251 stipulates that the terms and pro-
visions of this lease shall be binding upon successors and
assigns of all parties.
4. In said Agreement No. 72-251, LESSOR'S predecessor in
interest leased to LESSEE, and LESSEE leased from said
predecessor in interest, premises which were incorrectly
identified on the first page of said agreement. The
premises should have been correctly identified as
approximately 2240 square feet of that building situated
on Lot 1 and the North One Half (1/2) of Lot 2, Block 2,
Range B as shown on the map of Davisville on file with
the County Recorder.
5. The parties desire to amend Lease Agreement No. 72-251 in
the manner set forth below.

II. AGREEMENTS:

1. PREMISES. The second paragraph of the first page of said

1 Agreement No. 72-251, as that paragraph appears on lines
2 9 through 19, is hereby amended to read as follows:

3 PREMISES. LESSOR hereby leases to LESSEE, and
4 LESSEE hires from LESSOR for the purposes set
5 forth below, those certain premises, with the
6 appurtenances, commonly known as 424 Third
7 Street, Davis, California, and consisting of
8 approximately 2640 square feet as identified
9 on Exhibit "A" which is attached hereto and
10 incorporated herein by reference, and said **Micro Fiched**
11 premises are more particularly described as
12 follows:

13 That building situate on Lot 1 and
14 the North one half (1/2) of Lot 2,
15 Block 2, Range B, as shown on the
map of Davisville on file with
the County Recorder.

16 2. TERM AND RENT. The third paragraph of Agreement No. 72-251
17 as that paragraph appears on line 20 through line 30 of the
18 first page of said agreement is hereby amended to read as
19 follows:

20 TERM AND RENT. The revised term of this agreement
21 shall commence on October 1, 1977, and shall termin-
22 ate on September 30, 1979. LESSEE shall pay the
23 sum of One Thousand Two Hundred Thirty-two Dollars
24 (\$1,232) to LESSOR, by county warrant, on the
25 first day of each month during the term of this
26 lease, commencing on October 1, 1977.

27 3. USE. Paragraph No. "3" entitled "USES PROHIBITED" of said
28 Agreement No. 72-251 is hereby amended to read as follows:

29 USE. The premises shall be used and occupied
30 for use by the Davis Municipal Court or for
31 the purpose of county offices and any other
32 office reasonably related thereto.

1 4. WASTE; ALTERATIONS. Paragraph "4" entitled "WASTE;
2 ALTERATIONS" is hereby amended by the addition of the
3 following:

4 LESSEE agrees to make at its cost, the following
5 non-removable alterations to the demised premises:
6 to install soundproofing material on the walls
7 between the additional rooms and the offices
8 occupied by the other tenants of the described
9 building; and, to install locks on the doors
10 between LESSEE'S premises and other building
11 occupants (said walls and doors are identified
12 on Exhibit "A", attached hereto). LESSOR hereby
13 consents to the making of said alterations.
14 LESSEE shall complete said alterations with
15 due diligence and said alterations shall remain
16 on and be surrendered with the premises on
17 expiration or termination of this lease.

Micro Fiched

18 5. UTILITIES. Paragraph "26" entitled "UTILITIES" of Agreement
19 No. 72-251 is hereby amended by the addition of the
20 following:

21 "In addition to all other sums agreed to be
22 paid by it, LESSEE shall pay to LESSOR, during
23 the term of this lease, an amount equal to
24 LESSEE'S proportionate share of each monthly
25 invoice submitted to LESSOR by Pacific Gas &
26 Electric Company under Account No. HPY 3815035
27 (the P.G.&E. account for the premises), subject
28 to LESSOR'S payment of the first \$240 of any
29 such monthly invoice. Said payments shall be
30 made by LESSEE upon submission of copies of
31 such invoices to LESSEE, which shall be done each
32 six months the lease is in effect. LESSEE'S

1 proportionate share shall be the ratio that the
2 total number of square feet in the premises herein
3 leased (2640) bears to the total number of
4 square feet in the building capable of being leased
5 (3840); said ratio being equivalent to Sixty eight
6 and three-fourth percent (68.75%). LESSOR shall
7 present said invoice to LESSEE for payment on a
8 6 month basis. LESSOR agrees to pay the first
9 Two Hundred Forty Dollars (\$240) of said monthly
10 account.

Micro Fiched

- 11 6. JANITOR SERVICE. Paragraph "29" entitled "JANITOR SERVICE"
12 of Agreement No. 72-251 is hereby amended to read as follows:

13 LESSEE shall, at its own expense, provide janitorial
14 services and supplies to the leased premises.

- 15 7. RATIFICATION OF LEASE. Except as herein amended, all of
16 the provisions of lease Agreement No. 72-251 are hereby
17 ratified and affirmed.

18 IN WITNESS WHEREOF, the parties hereto have executed this
19 Amendment of Lease Agreement the day and year first above
20 written.

21 LESSEE:
22 COUNTY OF YOLO, a political sub-
23 division of the State of California

24 BY W. E. Duncan
25 Vice CHAIRMAN OF THE BOARD OF SUPERVISORS
3-20-78

26 ATTEST:

27 LAURENCE P. HENIGAN, CLERK

28 BY Carlana Rodriguez
29 DEPUTY

(SEAL)

30 LESSOR:

31 BY Mary B. Simmons
32 MARY B. SIMMONS

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

DEPUTY COUNTY COUNSEL

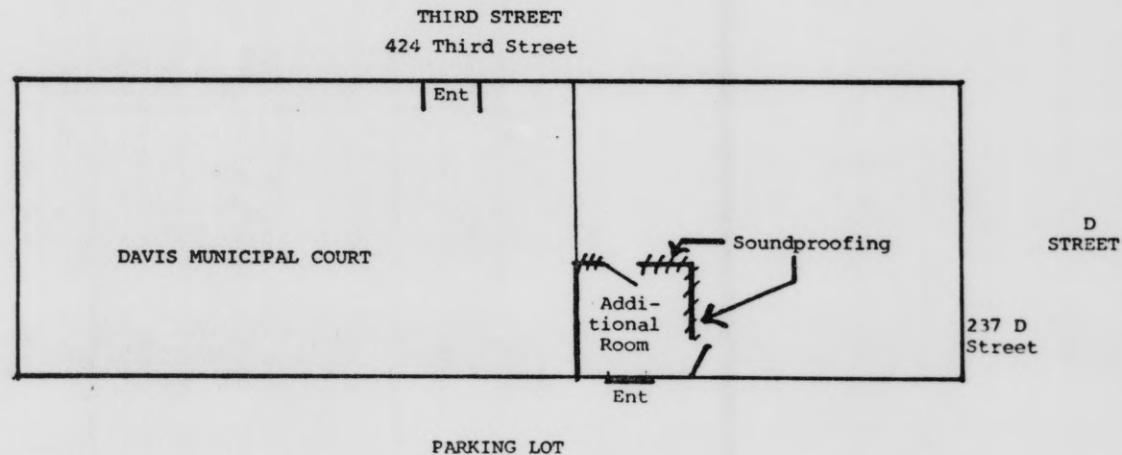


EXHIBIT "A"

● FILED

MAR 20 1978

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 78-104

AMENDED BY
AGREE. # 78-194

1 THIS AGREEMENT made and entered into this 14th day of
2 March, 1978, by and between the County of Yolo, a political
3 subdivision of the State of California, hereinafter referred to as
4 "COUNTY", and Harvey Wm. Glasser, M.D. doing business as WESTERN PHYSICIANS'
5 MEDICAL GROUP, hereinafter referred to as "CONTRACTOR".

6 W I T N E S S E T H:

7 I. OBJECTIVE.

8 The objective of this contract is to provide Yolo General
9 Hospital with competent professional coverage of:

Micro Fiched

10 A. The Emergency Room 24 hours a day, 7 days a week.

11 B. Out-Patient Family Practice Center 8 hours a day, 5 days
12 a week.

13 C. In-Patient care for acute, extended care, and long-term
14 care unit, (including responding to all emergencies within the hospital).

15 II. SERVICES.

16 A. CONTRACTOR agrees to provide physician services necessary
17 to staff the hospital to provide coverage as indicated in I.

18 B. In performing the services as set forth above,
19 CONTRACTOR agrees to provide professional physician services
20 for all patients who are presented, or who present themselves, for
21 treatment in the Emergency Room or Clinic, including any patients
22 brought to the hospital by any County Departments, including but
23 not limited to the Sheriff's Department, Health Department,
24 Probation Department, Welfare Department or any other County
25 departments.

26 C. In meeting the requirements set forth in paragraph I
27 above, CONTRACTOR agrees to utilize a stable group of four to
28 six physicians. Said physicians will be required to establish
29 permanent residence within the county within a reasonable period
30 of time, be readily available for court appearances when required,
31 and to otherwise engage in those hospital activities necessary to
32 enhance the posture of the hospital in the eyes of the patients,

1 licensing authorities.

2 D. The physicians providing Emergency Room and Clinic
3 services under this agreement at Yolo General Hospital will
4 not be utilized to provide Emergency Room and Clinic services on
5 a contract basis elsewhere in Yolo County without the prior
6 written approval of the Hospital Administrator in each instance.

7 E. CONTRACTOR agrees to perform employment physical
8 examinations for hospital employees without cost, up to a maximum
9 of 120 such physicals each year.

10 III. CONSULTATIONS AND/OR PATIENT REFERRALS.

Micro Fiched

11 It is agreed by COUNTY that should a medical patient present
12 himself to the Emergency Room and/or Clinic requiring a level of
13 care beyond the normal capabilities of the Emergency Room and/or
14 Clinic, and should appropriate consultation be unavailable from
15 other physicians willing to provide services to the hospital,
16 such cases shall be transferred to or referred to an alternative
17 appropriate facility as provided in hospital policy directives.

18 IV. NURSES AND SUPPORTIVE STAFF.

19 COUNTY shall provide the services of licensed registered
20 nurses and/or vocational nurses and such other supportive
21 personnel as may be necessary for the efficient operation of the
22 activity. In professional medical matters, normal direction and
23 control of this staff shall rest with the physicians. The selection
24 and retention of such personnel rests with the COUNTY, which
25 will consult and give due consideration to any recommendations made
26 by the physicians.

27 V. HOSPITAL AND GOVERNMENT AUTHORITIES.

28 Physicians providing medical care in discharging their duties
29 shall comply with all laws, rules, regulations, and licensing
30 and accreditation standards, and all hospital rules and regulations
31 including the development and maintenance of medical records.

32

1 VI. QUARTERS AND MEALS.

2 COUNTY shall furnish the physicians an appropriate furnished
3 room in which they may rest and/or sleep when their services are
4 otherwise not required. Meals shall be provided to physicians
5 at the same cost as to other hospital employees when the physicians
6 are on duty. In addition, physicians will be provided office
7 space for administration of the department, together with
8 housekeeping, laundry, and telephone services, excluding personal
9 toll calls.

Micro Fiched

10 VII. TERM.

11 The term of this agreement shall be from 8:00 A.M., April 4, 1978
12 until June 30, 1979. The parties may renew the term for successive
13 periods of one year by agreeing in writing to do so. Either
14 party may terminate this agreement during the original term or
15 any renewal term by giving written notice thereof to the other
16 party at least sixty (60) days before the date of termination.

17 VIII. NOTICES.

18 Any notice to be given to CONTRACTOR may be given personally
19 or by depositing the same in the United States Mail, postage prepaid,
20 and addressed to CONTRACTOR at the following address:

21 Western Physicians Medical Group, Suite 201, 512 Westline Drive,
22 Alameda, California 94501. Any notice to be given to COUNTY
23 may be given by depositing the same in the United States Mail,
24 postage prepaid, and addressed as follows: Administrator,
25 Yolo General Hospital, 170 W. Beamer Street, Woodland, Ca., 95695.

26 IX. STATUS.

27 In the performance of the work, duties and obligations
28 developing upon CONTRACTOR under the agreement, CONTRACTOR is at
29 all times acting and performing as an independent contractor
30 practicing the profession of physician and surgeon. COUNTY shall
31 not have nor exercise any control or direction over the methods
32 by which CONTRACTOR shall perform its work and function, except

1 the CONTRACTOR does by this agreement agree to perform the work
2 and functions at all times in strict accordance with currently
3 approved methods and practices in the profession. The sole
4 interest of COUNTY is to assure that said work and functions
5 shall be performed and rendered in a competent, efficient, and
6 satisfactory manner.

7 It is agreed and CONTRACTOR makes the following statement
8 of contract status for the purpose of facilitating reimbursement
9 under Title XVIII and Title XIX of Social Security Act, as **Micro Fiched**
10 amended, and otherwise. CONTRACTOR receives compensation from
11 patient and COUNTY pursuant to this Agreement which by virtue of
12 this Agreement fully compensates CONTRACTOR for all services
13 performed at Yolo General Hospital.

14 As a physician at Yolo General Hospital, CONTRACTOR will
15 be performing professional physician services for all patients
16 presenting themselves for treatment without regard to color,
17 religious belief, occupation and/or ability to pay. Physicians
18 will provide services for patients in said hospital who are
19 covered by the Supplemental Medical Insurance for the aged program
20 as established under Title XVIII and for patients covered by
21 Title XIX of the Social Security Act, and for non-indigent patients
22 receiving emergency treatment. All physician services performed
23 by CONTRACTOR for such patients during the term of this Agreement will
24 be undertaken within the course and scope of the provisions of
25 this Agreement with the County of Yolo.

26 CONTRACTOR hereby acknowledges the right of COUNTY or
27 any of its duly authorized administrators to accept any
28 assignment made by any person who received medical treatment
29 from CONTRACTOR at the Yolo General Hospital pursuant to
30 this Agreement, the amount payable to such persons for the
31 medical treatment given under Title XVIII or Title XIX
32 of the Social Security Act or to

1 non-indigent patients receiving emergency treatment and to
2 receive any payments which may be made pursuant to such
3 assignment.

4 X. COMPENSATION.

5 A. CONTRACTOR shall charge patients on a fee-for-service
6 basis. CONTRACTOR'S charges shall be mutually agreed upon in
7 writing by CONTRACTOR and the Hospital Governing Board.
8 CONTRACTOR, or its designated agent, shall be responsible for
9 billing and collection of professional fees. The parties acknowledge
10 that the schedule or other basis by which fees-for-services
11 are determined is an important element of the County's
12 policy for providing medical care. **Micro Fiched**

13 COUNTY agrees to act as, and CONTRACTOR hereby irrevocably
14 designates COUNTY as, the collection agent. CONTRACTOR shall
15 file with the business office of the Hospital daily memoranda
16 on forms agreed upon between the parties, covering services
17 performed at the fees hereinabove mentioned, and shall and does
18 hereby assign the collection of such charges to the Hospital.
19 The Hospital's charges to the patient shall be separate and
20 distinct from the charges by CONTRACTOR; however, patients may
21 be sent a billing which includes a combined hospital and CONTRACTOR
22 charge. If the patient billing includes such a combined charge,
23 it must be clearly indicated that the charge includes CONTRACTOR'S
24 professional component and that Hospital is acting as billing
25 agent for the CONTRACTOR.

26 On or before the tenth working day of the month, the Hospital
27 shall present to CONTRACTOR a statement which includes computations
28 of CONTRACTOR'S fees based upon the formula hereinafter described,
29 together with a check representing CONTRACTOR'S fees, said check
30 shall be equivalent to CONTRACTOR'S charges based on total gross
31 billings of CONTRACTOR for the preceeding month; to compensate
32 COUNTY for the costs of administration in connection with acting

1 as the billing and collection agent of CONTRACTOR, and for
2 uncollectable bad debts, CONTRACTOR agrees the COUNTY may deduct
3 twenty-five percent (25%) from said combined gross billings.
4 The net professional amount reimbursed, therefore, shall be seventy-
5 five percent (75%) of said combined gross billing.

6 It not being possible as a practical matter to predict
7 accurately the volume of patient utilization of the departments,
8 and it being necessary to insure high quality of professional
9 coverage, Hospital agrees to pay CONTRACTOR a guaranteed monthly
10 minimum of the sum of Fourteen Thousand (\$14,000.00) Dollars **Micro Fiched**
11 (which is \$640.00 less than the average amount the hospital has paid
12 during the past year for out-patient services), plus Three Thousand
13 and No/100 (\$3,000.00) Dollars (the monthly amount which hospital
14 has paid during the past year for in-patient acute, extended and
15 long-term care coverage); a total therefore of Seventeen Thousand
16 (\$17,000.00) Dollars per month on the tenth (10th) working day of the
17 succeeding month. In consideration of the guaranteed minimum monthly
18 compensation, CONTRACTOR agrees that the maximum compensation under
19 this agreement for any calendar month shall not exceed Twenty-One
20 Thousand Two Hundred Fifty (\$21,250.00) Dollars. If 75% of the gross
21 billings exceed \$21,250.00 in a calendar month, the amount by which
22 75% of gross billings exceed \$21,250.00 for that calendar month shall
23 be retained by COUNTY.

24 Payment of all sums under this part shall be made to
25 CONTRACTOR at the above mentioned address.

26 B. As part of the compensation for services rendered pur-
27 suant to this Agreement, the COUNTY shall, at its expense, obtain
28 professional liability insurance covering services rendered at
29 Yolo General Hospital by CONTRACTOR physicians pursuant to this
30 Agreement. Physicians providing service under this Agreement shall
31 be insured as additional insured by appropriate amendment to the
32 existing COUNTY malpractice and liability insurance policy.

COUNTY shall provide malpractice coverage in the amount of \$3,000,000 from any one incident and shall furnish evidence of such insurance to CONTRACTOR.

XI. STAFF MEMBERSHIP.

In accordance with and subject to the Constitution and By-Laws of the Hospital Medical Staff, all physicians performing services for CONTRACTOR pursuant to the provisions of this Agreement, shall apply for appointment to the Medical Staff in accordance with Medical Staff By-Laws, Rules and Regulations. Physicians shall submit to the Hospital Administrator completed applications for staff privileges at least seven (7) calendar days before performing any duties under this contract, unless otherwise individually waived in writing by the Hospital Administrator.

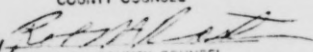
Micro Fiched

XII. CONTRACT ADMINISTRATION.

The Hospital Administrator shall be responsible for the administration of this Agreement, approval of compensation statements, and such other matters of hospital service related to the mutual and satisfactory service of this Agreement, subject to the hospital rules, State Law, and policies of the Board of Supervisors. CONTRACTOR shall provide to the Hospital Administrator a monthly schedule of physicians scheduled to work the Emergency Room and Clinic at least seven (7) calendar days before the effective date of said monthly schedule.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove set forth.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By 
DEPUTY COUNTY COUNSEL

Wm. E. Duncan
Vice-Chairman, Board of Supervisors
COUNTY OF YOLO, a political subdivision
of the State of California

3-20-78

HARVEY WM. GLASSER dba,
WESTERN PHYSICIANS MEDICAL GROUP

Original signed:
Harvey Wm. Glasser

(SEAL)

FILED

MAR 21 1978

LAURENCE P. HENIGAN, Clerk

By *Richard Rodgers*
Deputy

AGREEMENT NO. 78-105

(Agreement to Provide Services as Consulting
Dietitian for the Yolo County Group Home)

THIS AGREEMENT made and entered into this 21st day of
March, 1978, at Woodland, California, by and between the
COUNTY OF YOLO, a political subdivision of the State of
California, hereinafter called COUNTY, and CONSTANCE HIBBARD,
hereinafter called DIETITIAN.

W I T N E S S E T H:

Micro Fiched

- I. In consideration of the covenants of COUNTY herein,
DIETITIAN agrees during the term of this Agreement to
perform the following services in accordance with the
standards as set forth in Standard No. 36 of the Standards
for Juvenile Halls as compiled by the California Department
of the Youth Authority:
 - A. To review proposed monthly menus as supplied by
the Group Home;
 - B. To analyze menus as to their meeting of basic nutri-
tional requirements and to make recommendations in
accordance with her observations of menus as to
inadequacies;
 - C. To make at least monthly unannounced inspections of
food at its place of service in the Group Home.
- II. In consideration of the covenants of DIETITIAN herein,
COUNTY agrees to pay DIETITIAN the sum of FIFTY (\$50)
DOLLARS per month on presentation of a claim therefor.
- III. IT IS MUTUALLY AGREED AS FOLLOWS:
 - A. In the performance of the work duties and obligations
devolving upon her under this Agreement, DIETITIAN is
at all times acting and performing as an independent
contractor practicing her profession of consulting
dietitian. COUNTY shall not have nor exercise any

1
2 control or direction over the methods by which
3 DIETITIAN shall perform her work and functions
4 except as specified elsewhere in this Agreement and
5 except that DIETITIAN does by this Agreement agrees
6 to perform her work and functions at all times in
7 strict accordance with currently approved methods and
8 practices in her profession and that the sole Micro Fiched
9 interest of COUNTY is to assure that said work and
10 functions shall be performed and rendered in a
11 competent and efficient and satisfactory manner.
12 B. The term of this Agreement shall commence on January 1,
13 1978, and shall terminate on June 30, 1978; provided,
14 however, this Agreement may be terminated by either
15 party hereto by a 30-day written notice of intention to
16 terminate said Agreement.
17 C. DIETITIAN represents that she is registered with the
18 American Dietetic Association and agrees to maintain
19 such registration during the term of this Agreement.
20 D. No alteration or variation of the terms of this Agree-
21 ment shall be valid unless made in writing and signed
22 by the parties hereto, and no oral understandings or
23 agreements not incorporated herein and no alterations
24 or variations of the terms hereof unless so made shall
25 be binding on the parties.
26 E. This Agreement supersedes all prior Agreements between
27 the parties.
28 / / / /
29 / / / /
30 / / / /
31 / / / /
32 / / / /

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 Agreement on the day and year first above set forth.
3

4 COUNTY OF YOLO, a political sub-
5 division of the State of California

6 BY Arthur E. Edwards
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

Micro Fiched

10
11 BY Barbara Rodgers
12 DEPUTY

13 (SEAL)

14
15 Constance Hibbard
16 CONSTANCE HIBBARD

17
18
19 Approved as to Form
20 Dated _____
21 _____
22 County Counsel
23 Yuba County

24
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32 cjb

AGREEMENT NO. 78-106

Assessment District No. 121 - El Macero Unit #5

AGREEMENT FOR LEGAL SERVICES

This is an agreement for legal services between the County of Yolo, a political subdivision of the State of California, and STURGIS, NESS & BRUNSELL a professional corporation, Attorneys at Law, Emeryville, California, referred to as Bond Counsel.

1. County retains Bond Counsel as special counsel to perform the following legal services relating to Assessment District No. 121 - El Macero Unit #5.

Micro Fiche

- (a) Preparation of all forms of resolutions, notices, affidavits, and other documents required by the Municipal Improvement Act of 1913, including the legal format of the engineer's report required by Section 10204.
- (b) The preparation of written instructions to the County Clerk and other staff members concerning the performance of legally-required duties.
- (c) Review of documents prepared by the County Surveyor-Director of Public Works staff or consulting engineers, including boundary map, assessment diagram, assessment roll, and the general provisions of construction specifications.
- (d) Attendance at the public hearing on the engineer's report (including continuances of the hearing, if any).
- (e) Attendance at all other meetings of the Board of Supervisors at which matters relating to Assessment District No. 121 - El Macero Unit #5 are considered, except routine matters.
- (f) Attendance at staff meetings or meetings of property owners, upon the request of the County, after reasonable notice.
- (g) Telephone consultation with staff members and property owners to answer legal questions about the assessment proceedings.

FILED

MAY - 9 1978

LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY

Deputy

RECEIVED

MAY - 9 1978

LAURENCE P. HENIGAN, Clerk

By Deputy

ORIGINAL

- (h) Preparation of the construction contract and notice inviting bids, if required, and review of contract bonds and insurance documents.
- (i) Arrangements for the printing of improvements bonds to represent unpaid assessments, including the printing of a bond register and, if required, assessment installment notices.
- (j) The preparation of a record of assessment installments for the use of the County Treasurer, if required.
- (k) Arrangements for the sale of improvement bonds either by negotiation or by public bid, at the option of County, including a review of financial disclosure requirements and, if required, the preparation of the notice inviting bond bids.
- (l) The preparation of bond delivery documents. Micro Fiched
- (m) The rendition of a legal opinion on the validity of the improvements bonds and the proceedings leading to their issuance.

2. The services of Bond Counsel under this agreement shall exclude the following:

- (a) Legal services in connection with the acquisition of interests in real property, either through negotiation or through exercise of the power of eminent domain.
- (b) Legal services in connection with litigation.

The performance by Bond Counsel of services excluded by this paragraph, if requested by County, shall be under separate oral or written agreement.

3. In consideration of the services set forth in paragraph 1, County shall pay the following fee and costs:

(a) The legal fee of Bond Counsel shall be a scaled percentage of the project cost set forth in the engineer's report as finally approved under Section 10312 of the Streets and Highways Code. The "project cost" shall be deemed to include estimated construction cost, estimated or actual payment for the acquisition of existing improvements and real

property, payments to other public agencies or utilities, capacity charges, and contingency amounts. The "project cost" shall be deemed to exclude engineering, legal, right-of-way and other consulting or professional fees, inspection fees, bond printing costs, allowance for selling improvement bonds at a discount, and any other incidental expenses of the project.

(b) The legal fee shall be an amount equal to three percent (3%) of that portion of project cost not exceeding \$1 million, plus two percent (2%) of that portion of project cost exceeding \$1 million but not exceeding \$2 million. The fee shall not be less than \$1,500. Micro Fiched

(c) The cost of other services for which Bond Counsel makes arrangements under this agreement (such as bond printing costs) shall be billed to the County and shall be paid by the County directly to the payee.

(d) Payment by County of the legal fee is contingent upon the levy of assessments and the sale and delivery of improvement bonds representing unpaid assessments in Assessment District No. 121 - El Macero Unit #5. If for any reason, assessments are not confirmed and bonds delivered, Bond Counsel shall not be paid the legal fee but the costs set forth in subparagraph (c) shall be paid. The legal fee is payable upon delivery of the bonds.

4. Bond Counsel certifies that it has no interest, either direct or contingent, in any property or contract arising from or affected by Assessment District No. 121 - El Macero Unit #5, except as Bond Counsel under this agreement. Bond Counsel does not represent any owner of property within the proposed boundaries of this assessment district, and heretofore has received no fee from any source for

services connected with the project.

DATED:

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above written.

County of Yolo, A Political Sub-
division of the State of California

By: Arthur H. Edwards
Chairman of the Board of Supervisors
County of Yolo, State of California

Sturgis, Ness & Brunsell Micro Fiched
a professional corporation

By: Robert Brunsell

Attest:

Laurence P. Henigan, Clerk

By: Barbara A. Dodgens, Deputy

Approved as to Form:

[Signature]
County Counsel, Yolo County

services connected with the project.

DATED:

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above written.

County of Yolo, A Political Sub-
division of the State of California

By: Arthur McQuinn
Chairman of the Board of Supervisors
County of Yolo, State of California

Sturgis, Ness & Brunzell Micro Fiched
a professional corporation

By: Robert Brunzell

Attest:

Laurence P. Henigan, Clerk

By: Barbara A. Hodgson, Deputy

Approved as to Form:

[Signature]
County Counsel, Yolo County

FILED

MAR 28 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodgers*
Deputy

AGREEMENT NO. 78-107

Agreement for the Dedication of Road Right of Way
(County Road No. 16)

THIS AGREEMENT is made and entered into on this 21st day
of March, 1978, by and between _____

FAUSTINO SILVA, JR. and VIVIAN SILVA

hereinafter referred to as "Owner" and the County of Yolo,
hereinafter referred to as "County".

Micro Fiched

WHEREAS, Owner has filed a land division application to
divide a 1,271 $\frac{1}{2}$ acre parcel into two 635.5 $\frac{1}{2}$ acre parcels, located
in the Yolo Bypass, North of Woodland; and

WHEREAS, certain conditions were required to be met prior
to final acceptance of subject application by the County of Yolo;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owner will irrevocably grant, convey and dedicate to the
County of Yolo a 60-foot wide right of way for road purposes, as
delineated on the map of Land Division Application No. 2644 and
further being described in Exhibit A, attached hereto.
2. County will accept title to the subject irrevocable
60-foot wide road right of way.
3. County declares that it does not need a road at this
location at this time and does not accept subject road for
maintenance purposes.
4. County does not at this time intend to construct,
operate or maintain a county road within this right of way
but nothing herein shall limit or prohibit county from
exercising its right to construct, operate and maintain a
road within this right of way when county determines such
road is needed.
5. County will summarily abandon all rights, title and
interest to that portion of County Road No. 16 lying within the
boundaries of Land Division Application No. 2644.

6. County will summarily abandon all that portion of road right of way known as Old Road No. 46, as established on May 3, 1870, lying within the boundaries of Land Division Application No. 2644.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

Micro Fiched

By Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

By Faustino Silva, Jr.
FAUSTINO SILVA, JR.

By Vivian Silva
VIVIAN SILVA

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK

BY Balanced Rodgers
Deputy

RECOMMENDED FOR APPROVAL TO THE
BOARD OF SUPERVISORS OF THE
COUNTY OF YOLO:

Loyle H. Roberts
Director of Public Works
3-28-78

APPROVED AS TO FORM:

OH P. J. Jeff deputy
County Counsel

EXHIBIT "A"

A strip of land 60' in width situate in Township 11 North, Range 3 East, Mt. Diablo Meridian, Yolo County, California, lying 30 feet on each side of the following described centerline:

Commencing at a 2" iron pipe marking the Northeast corner of Section 33 of said Township and Range thence N 88°45'30" E. 13.52 feet; Thence N 02°46'24" W 429.18 feet to the TRUE POINT OF BEGINNING; Thence from said true point of beginning westerly, northerly and southerly the following eight courses:

- (1) S 80°42'10" W 159.29 feet;
- (2) N 58°01'14" W 465.52 feet;
- (3) N 02°09'00" W 832.56 feet;
- (4) S 89°52'31" W 2689.68 feet;
- (5) N 75°12'19" W 323.39 feet;
- (6) N 88°58'39" W 2743.71 feet;
- (7) S 08°06'03" W 263.56 feet;
- (8) S 34°11'03" W 800.23 feet,

Micro Fiched

being the southwesterly terminus of the herein described strip of land and further being a point that is distant N 00°01'47" W 746.50 feet from the south line of Section 32, Township 11 North, Range 3 East, as said south line appears in that certain document filed in Book 209 at page 450 in Official Yolo County Records.

AGREEMENT NO. 78-108

FILED

APR - 4 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara Redgus*
Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day
of April, 1978, by and between

GRANITE CONSTRUCTION COMPANY

Post Office Box 900, Watsonville, CA 95076

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

Construction of Evergreen Ave. from Pine Street to 0.16 mile
East of Pine Street and Installation of Storm Drainage
System along partial lengths of Pine Street and Evergreen
Avenue

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

(Plan Index No. 204.189 to 204.193)

(WO # 4272)

Approved _____ (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this contract and for its completion to be within sixty-five (65) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1.	Clearing & Grubbing	Lump Sum	\$3,000.00	\$ 3,000.00
2.	Excavation (Earthwork)	550 C.Y.	10.00	5,500.00
3.	Aggregate Subbase (Class 1)	53 Ton	10.00	530.00
4.	Asphalt Concrete (Type B)	1250 Ton	19.60	23,618.00
5.	Penetration Treatment (SC 250)	1 Ton	400.00	400.00
6.	Storm Drain Inlet (Type C)	3 Ea.	1,100.00	3,300.00
7.	Standard Manhole (Type A)	1 Ea.	1,100.00	1,100.00
8.	18" R.C.P. (Class III)	16 L.F.	DELETE	DELETE
9.	21" R.C.P. (Class III)	32 L.F.	30.00	960.00
10.	36" R.C.P. (Class III)	240 L.F.	40.00	9,600.00
11.	29" x 45" LO-HED R.C.P.	26 L.F.	75.00	1,950.00
				\$49,958.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

COUNTY OF YOLO

Micro Fiched

Laurence P. Henigan
(County Counsel)

BY *Richard C. Solari*
Chairman of the Board of
Supervisors

4-4-78

ATTEST:

Laurence P. Henigan, Clerk

By *Carl A. Bolger* Deputy

BY

GRANITE CONSTRUCTION COMPANY

Richard C. Solari
Vice President

Post Office Box 900
Watsonville, CA 95076
Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 89

RECEIVED

APD - 5 1978

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

LAURENCE P. HENIGAN, Clerk

TITLE VI

By Deputy

Project

FILED

APD - 5 1978

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS
Deputy

Sub-Grantee Name

City of Winters (Project #02)

Address

318 First Street

City

Winters, CA 95694

Phone:

795-4910

Program Director

Date of Modification

March 21, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 77-157 is hereby modified as follows:

1. Net amount of funds affected by this modification:

~~XXXXXX~~

Decrease of \$ 8,202

2. The grant period originally starting on 7-25-77 and ending on 4-24-78 is extended from - to -

3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

4. The attached exhibit sets forth the positions authorized and financed during the modification period.

5. This modification is effective on the Date of Modification set forth above.

City of Winters

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

(Signature of Authorized Officer)

Michael Jones, Administrator

(Typed Name & Title of
Authorized Officer)

ARTHUR H. EDMONDS, Chairman

BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

DEPUTY

(SEAL)

CITY OF WINTERS
PUTAH CREEK ENVIRONMENTAL IMPROVEMENT

<u>POSITION/TITLE</u>	<u>WAGES AND BENEFITS</u>	
Public Works Maintenance Worker	\$ 9,072	
Public Works Maintenance Worker	1,680	
Public Works Maintenance Worker	8,169	
Clothing	<u>360</u>	Micro Fiched
Three Positions	TOTAL COST <u><u>\$19,281</u></u>	

Contract period 9 months effective 7-25-77 through 4-24-78.

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED

Sub-Grantee Name		APR 13 1978
East Yolo Community Services District (Project #147)		LAURENCE P. HENIGAN, Clerk
Address		By: BARBARA A. RODGERS
1951 South River Road		Deputy
City	Phone:	
West Sacramento, CA	371-5132	
Program Director	Date of Modification	

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 77-166 is hereby modified as follows:

- Net amount of funds affected by this modification:
Increase of \$ 4,913
~~Decrease~~
- All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
- The attached exhibit sets forth the positions authorized and financed during the modification period from 7-25-77 to 7-24-78.
- This modification is effective on the Date of Modification set forth above.

EAST YOLO COMMUNITY SERVICES DISTRICT
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

(Signature of Authorized Officer)

Robert O. Brugge
Secretary, Board of Directors
(Typed Name & Title of
Authorized Officer)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY [Signature] DEPUTY

(SEAL)

EAST YOLO COMMUNITY SERVICE DISTRICT
DEVELOPMENT OF NEIGHBORHOOD PARKS

<u>POSITION/TITLE</u>	<u>WAGES AND BENEFITS</u>
Grounds Maintenance Trainee	\$ 11,927
Grounds Maintenance Trainee	11,672
Grounds Maintenance Trainee	10,995 Micro Fiched
Grounds Maintenance Trainee	10,733
Grounds Maintenance Trainee	<u>9,375</u>
Five Positions	<u>\$ 54,702</u>

Contract period 12 months effective 7-25-77 through 7-24-78.

600 **FILED**

AUG 28 1978

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
EGG AND POULTRY QUALITY CONTROLYolo County
Agreement No. 78-111

1978-79 Fiscal Year

LAURENCE P. HENIGAN, Clerk

By *Debra Conley*

DEPUTY

ATTACHMENT B -- (to Yolo Co. Agreement No. /4-102

YOLO COUNTY

MUTUAL AGREEMENTS FISCAL YEAR JULY 1, 1978, TO JUNE 30, 1979.

It is mutually understood and agreed that compensation to contracting counties shall be determined as follows:

Micro Fiched

From the total inspection fees collected by the Department for the fiscal year there will be deducted an amount sufficient to compensate the Department for its costs in administering the program statewide, based upon accounting procedures customarily used by the Department and approved where necessary by the Department of Finance.

The balance will be distributed to participating counties in an amount equal to the costs of each county, based on cost accounting practices customarily used by the county if funds are available to compensate the total cost for all participating counties. If not, the total compensation to the county shall not exceed:

PART I
California Enforcement (Mill Fee)
\$ 1,000.00 7-05-309-40-645CONTINUING APPROPRIATIONS
AGRICULTURE CODE SECTION 221

78/79 F.Y.

PART II
USDA Surveillance
\$ ---

Approved as to Form

PART III
USDA Certification
\$ ---
\$1,000.00 Total

ENCOUNTERED

Dated

County Counsel of Yolo County

Accounting Officer

RICHARD E. ROMINGER
Director of Food and AgricultureBOARD OF SUPERVISORS
COUNTY OF YOLOBy *Burt Turner*

Business Service Officer

Chairman

Attest:

NOT REQUIRED PER
SBS 1006LAURENCE P. HENIGAN, COUNTY CLERK
Clerk of Said BoardBy *Debra Conley* Deputy

JPB

FILED
MAR 28 1978
JAMES P. HENSON, Clerk
By _____ Deputy

1 AGREEMENT NO. 78-112

2 (Agreement for Janitorial Services for the Public
3 Works Building, 292 West Beamer Street, Woodland, CA)

4 THIS AGREEMENT, made and entered into this 20th day of
5 MARCH, 1978, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter called COUNTY, and
7 FRANK KEOWN, DBA UNITED BUILDING SERVICE, P.O. BOX 1232, WOODLAND,

8 CALIFORNIA 95695, hereinafter called CONTRACTOR: Micro Fiched

9 W I T N E S S E T H:

10 1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees
11 to furnish sufficient personnel, with requisite skills, to provide janitorial
12 services for the entire interior of the Public Works building located at
13 292 West Beamer Street, Woodland, CA., and the exterior porches, entry areas,
14 and sidewalks adjacent to building.

15 A. Services shall include:

16 (1) DAILY:

- 17 (a) Empty waste baskets and ashtrays
18 (b) Clean drinking fountains and sinks
19 (c) Clean main lobby glass doors
20 (d) Damp mop main lobby
21 (e) Damp mop restroom floors. (Use lukewarm water only - no
22 chemicals)
23 (f) Damp wipe ashtrays
24 (g) Damp wipe counter tops
25 (h) Remove all accumulated trash to outside refuse collection
26 area
27 (i) Clean sinks in all areas
28 (j) Clean, disinfect, and polish wash basins, toilet bowls,
29 and urinals in rest rooms. Wash toilet seats, toilet
30 seat lids and dispensers
31 (k) Fill towel, soap, tissue seat cover, and other dispensers.
32 (Supplies furnished by COUNTY)
(1) Vacuum all carpets as needed

1 (2) WEEKLY:

- 2 (a) Spot clean carpets as necessary
- 3 (b) Vacuum fabric covered furniture
- 4 (c) Buff vinyl floors
- 5 (d) Damp wipe all doors and remove hand prints (Use "Pledge"
- 6 or equal) Micro Fiched
- 7 (e) Dust vertical surfaces of desks, chairs and cabinets
- 8 (f) Damp wipe inside of waste baskets - wash with soap, rinse,
- and dry if necessary
- 9 (g) Clean toilet bowls with chemical cleaner
- 10 (h) Scrub rest room floors - lukewarm water only, no chemicals
- 11 (i) Damp wipe ornamental wrought iron partitions
- 12 (j) Clean windows surrounding lobby glass doors
- 13 (k) Dust book cases, filing cabinets, chairs, horizontal
- 14 desk surfaces, and office equipment throughout the
- building
- 15 (l) Dust mop vinyl floor in vault area
- 16 (m) Spot wipe walls as necessary to maintain cleanliness
- 17 (n) Sweep sidewalks surrounding building and pick up trash
- 18 generated from sweeping

19 (3) MONTHLY:

- 20 (a) Dust office and corridor walls
- 21 (b) Damp wash woodwork frames and trim
- 22 (c) Dust fluorescent light fixtures
- 23 (d) High dust moldings
- 24 (e) Polish or wax lobby, vinyl floors and restroom floors
- 25 (f) Clean metal portions of all chairs, removing hand prints

26 (4) QUARTERLY:

- 27 (a) Hand wash windows (Plastic) inside and out - use no metal
- or implements or abrasives - soap and water only

28 (4) TWICE YEARLY:

- 29 (a) Vacuum all carpets - move furniture except file and map
- 30 cabinets, safes, and sensitive equipment
- 31 (b) Wash all light fixtures
- 32 (c) Strip and wax vinyl floors

- 1 (d) Vacuum high grills
- 2 (6) ANNUAL:
- 3 (a) Steam clean all rugs - move all furniture
- 4 (b) Hand wash sky light windows (plastic) - use no metal
5 or wood implements or abrasives
- 6 (7) AT ALL TIMES: Micro Fiched
- 7 (a) Maintain janitor storage room and equipment in a neat
8 and orderly condition. Shelve paper products and
9 remove empty cartons
- 10 Should additional operations be required to maintain the
11 required level of cleanliness in this building;
- 12 1. Additional hand washing (inside and/or out) of the plastic
13 windows (except sky light) - \$ 50.00
- 14 2. Additional hand washing (outside) of the plastic sky
15 light windows - \$ 60.00
- 16 3. Steam clean rugs - \$ 0.10 per square foot
- 17 B. The period of the contract shall be from April 1, 1978
18 through March 30, 1979 and will be subject to automatic
19 renewal for an additional twelve (12) month period upon written
20 notice of same by the Contractor thirty (30) days prior to the
21 expiration date of subject contract, unless notice of cancellation
22 is issued by the County or the Contractor during the thirty (30) day
23 period preceding the expiration date of subject contract.
- 24 C. Cleaning services shall be performed five days each week except
25 for weekday official Holidays recognized by the County.
- 26 D. Only the highest standards of cleanliness are acceptable. Inability
27 to achieve and maintain such standards may result in issuance of a
28 "Notice of Inadequate Performance" specifying a 30 day warning
29 period for attaining the desired cleanliness. If appropriate
30 Standards are not achieved within the 30 day period the contract
31 may be revoked upon 15 day written notification to the Contractor.
- 32 E. Supervisory personnel of the Contractor shall make inspections of
the premises at least once each week to assure adequate performance

- 1 of contract specifications. One day prior to the accomplishment
2 of the annual and semi-annual services, the Contractor shall
3 notify the Department Head, County Buildings and Grounds, phone
4 666-8208 that such services are to be accomplished. Micro Fiched
- 5 F. Unusual occurrences or problems - unlocked doors, stopped up
6 plumbing, leaks, broken windows or fixtures, etc. - will be reported
7 to the Department Head specified above.
- 8 G. Supplies furnished by the County may be replenished by Contractor
9 notification of Department Head specified above.
- 10 H. Contractor employees shall not use telephones, disturb paper on
11 desks, in cabinets, or in drawers, and shall not tamper with
12 personal property.
- 13 I. Contractor shall provide all equipment and supplies necessary to
14 accomplish the custodial tasks - except those items of supply
15 specified herein which are to be provided by the County.
- 16 J. Contractor shall insure that all building lights are out except
17 those necessary for the cleaning crew in the area being worked.
18 Upon leaving the building, cleaning crew must extinguish lights
19 and lock all doors.
- 20 K. Contractor shall provide necessary containers to convey trash to
21 outside refuse collection point.
- 22 L. EXCULPATORY CLAUSE: CONTRACTOR agrees to indemnify, defend and
23 save harmless COUNTY, its officers, agents and employees from any
24 and all claims and losses accruing or resulting to any and all
25 contractors, subcontractors, materialmen, laborers and any other
26 person, firm or corporation furnishing or supplying work, services,
27 materials or supplies in connection with the performance of this
28 contract, and from any and all claims and losses accruing or result-
29 ing to any person, firm, or corporation who may be injured or
30 damaged by CONTRACTOR in the performance of this contract.
- 31 M. LIABILITY INSURANCE: CONTRACTOR agrees to, at his own expense,
32 maintain in full force a policy or policies of public liability

1 insurance insuring COUNTY and CONTRACTOR against liability for
2 injury for persons and property and for death of persons arising
3 from any accident, injury or damage resulting from furnishing or
4 supplying work, services or materials or supplies in connection
5 with the performance of this contract. Each such policy shall be
6 subject to approval by COUNTY as to form and insurer. The liability
7 under such insurance shall not be less than \$100,000.00 for any one
8 person injured or killed and not less than \$300,000.00 for any one
9 accident, and not less than \$50,000.00 for property damage. Micro Fiched
10 CONTRACTOR shall provide COUNTY with certificates of all policies,
11 including in each instance an endorsement that such insurance shall
12 not be cancelled without ten (10) days notice to COUNTY.

13 N. CONTRACTOR shall maintain adequate Workmen's Compensation insurance
14 sufficient for the protection of himself and his employees.

15 O. The County of Yolo reserves the right to reject any or all bid
16 submissions in whole or in part.

17 2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees to
18 pay CONTRACTOR the sum of FOUR-HUNDRED-FIVE DOLLARS AND NO/100
19 (\$405.00) per month.

20 IN WITNESS WHEREOF, the parties hereto have executed this agreement on
21 the day and year first above written.

22 COUNTY OF YOLO, a political subdivision
23 of the State of California,

24 BY *Arthur H. Edwards*
25 CHAIRMAN OF THE BOARD OF SUPERVISORS

26 ATTEST: *Laurence P. Henigan*
27 LAURENCE P. HENIGAN, CLERK

28 BY *Charles R. Mack*
29 DEPUTY

30 APPROVED AS TO FORM
31 CHARLES R. MACK
32 COUNTY CLERK

By *CH Fife Zeff*
DEPUTY COUNTY CLERK

UNITED BUILDING SERVICE

BY *Frank Keown*
FRANK KEOWN

STANDARD AGREEMENT

STATE OF CALIFORNIA
JUL 2 1978APPROVED BY THE
ATTORNEY GENERALYolo County
Agreement No. 78-113

☐	CONTRACT NO.
☐	STATE AGENCY
☐	FEDERAL AGENCY
☐	CONTRACT NO.
☐	
☐	
☐	

THIS AGREEMENT, made and entered into this 1st day of April, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICE, AGENCY, OR STATE	AGENCY	NUMBER
Chief, Program Services Branch	Department of Health	77-60631

hereinafter called the State, and

County of Yolo (Health Department)

hereinafter called the Contractor.

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Stat
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and other plans and specifications, if any.

The terms and conditions stated in Exhibits A(S), Fair Employment Practices
Addendum (Standard Form 3), A-1, B, C, and D which are attached and made a part
hereof, constitute the additional provisions of this agreement.

RECEIVED

FILED

Micro Fighed

JUL 24 1978

LAURENCE P. HENIGAN, Clerk

JUL 24 1978

LAURENCE P. HENIGAN, Clerk

Approved as to Form

By _____ Deputy

By Debra E. Conley
DEPUTY

Date

Ch. P. J. J. J. J.
County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Department of Health		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION OR PARTNERSHIP, ETC.) County of Yolo (Health Department)			
BY AUTHORIZED OFFICIAL <u>L. Everett Ward</u>		BY AUTHORIZED OFFICIAL <u>W. H. J. J. J.</u>			
TITLE Chief, Program Services Branch		TITLE Chairman, Board of Supervisors County of Yolo, State of California			
ADDRESS P. O. Box 1157 Woodland, CA 95696		ADDRESS P. O. Box 1157 Woodland, CA 95696			
CONTINUED ON <u>0</u> SHEETS, EACH BEARING NAME OF CONTRACTOR		CONTINUED ON <u>0</u> SHEETS, EACH BEARING NAME OF CONTRACTOR			
Department of General Services Use ONLY		AMOUNT ENCUMBERED \$ 1,466.00		APPROPRIATION State Support	
UNENCUMBERED BALANCE \$		ITEM 241(b)		CHAPTER 219	
INCREASING ENCUMBERANCE \$		FUNCTION Operating Expenses & Equipment - VD Control		STATUTES 1977	
DECREASING ENCUMBERANCE \$		LINE ITEM ALLOTMENT 807-435-48-00		FISCAL YEAR FY 1977-78	
This Contract Exempt From Department Of General Services Approval Per SAM 1206		I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the commitment stated above.		YEA NO NAY NO	
SIGNATURE OF AUTHORIZED OFFICIAL <u>L. Everett Ward</u>		DATE 6-17-78		DATE 6-17-78	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1206 have been complied with and this document is exempt from review by the Department of Finance.		SIGNATURE OF AUTHORIZED OFFICIAL <u>E. Ward</u>		DATE	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

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2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The attached Fair Employment Practices Addendum (Standard Form 3) by reference hereto is incorporated as part of this contract.

(2) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

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(3) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall, at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(4) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in his request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

("Name of Vendor or Subcontractor) agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (4) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(5) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(6) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

Micro Fiched

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(7) A final invoice and, if required by this contract, a final report shall be submitted by the Contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(8) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(9) **Officials Not to Benefit**

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(10) **Covenant Against Contingent Fees**

Micro Fiched

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(11) **Inspection**

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(12) **Nondiscrimination in Services, Benefits, and Facilities**

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(13) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(14) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(15) Only Applicable to Hospitals

Micro Fiched

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(16) Only Applicable to Hospitals Accepting Medi-Cal Patients

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* See Labor Code Sections 1411 - 1432.5 for further details.

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EXHIBIT NO. A 1
EXPENDABLE AND NON-EXPENDABLE EQUIPMENT
ACQUIRED UNDER CONTRACT

1. List each item of expendable and non-expendable equipment having a unit value of \$100.00 or more and a life expectancy of two years or more.

DATE: _____

CONTRACT NUMBER: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S PHONE # _____

NAME OF CONTRACTOR'S
AUTHORIZED REPRESENTATIVE: _____

CONTRACT EQUIPMENT ALLOTMENT
FROM BUDGET EXHIBIT: _____

PURCHASE ORDER OR DOCUMENT NO.	QUANTITY	DESCRIPTION (Including Mfg., Model, Type, Size and/or Capacity)	STATE I.D. TAG NO.	SERIAL NUMBER	COST PER UNIT	DATE RECEIVED

INSTRUCTIONS

Please complete this report in duplicate, return the original to the Department of Health, Business Services Section, 744 P Street, Sacramento, California 95814, Attention: Property Control Element. The duplicate should be retained by you for your records. For information - Tele: (916) 445-3107.

Upon receipt of the report listing non-expendable equipment that has been acquired, the Department of Health will forward to you identification decals which are to be affixed to the equipment by you or your staff.

IDENTIFICATION OF NON-EXPENDABLE EQUIPMENT

Within practical limits all equipment to be identified will be tagged as follows:

Tables, desks, and
similar articles

Place tag on upper left-hand corner of the front of the left leg or pedestal just under the top.

Chairs

Place tag at center of the rear edge of the seat.

One piece files
or cabinets

Place tag on the upper left-hand corner of the front of the frame.

Upholstered furniture

Place tag on the side of an exposed leg.

All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

VENEREAL DISEASE CONTROL PROJECT

EXHIBIT B

1. The Contractor shall provide cultures for gonorrhea to 733 asymptomatic persons at high risk as part of routine examinations given for reasons other than venereal disease in a variety of health delivery settings, both public and private. The facilities in which screening shall be carried out are Micro Fiched listed in Exhibit D, entitled "Screening Site Lists", which is made a part hereof by this reference. Any deviation (additions or deletions) from this list must be mutually agreeable to both the Contractor and the State.
2. The Contractor assures that follow-up and treatment shall be provided to all patients who are found to have positive cultures, and that United States Public Health Service and California Department of Health treatment recommendations shall be observed.
3. The Contractor assures that, except in cases where incubation and access to a laboratory are not readily available, Thayer-Martin culture medium shall be used; and that Transgrow medium shall be used where it is not possible to use Thayer-Martin medium in accordance with federal guidelines.
4. The State shall supply incubators, on a loan basis, which meet the specifications of the Contractor and which the State finds compatible with the needs of the program undertaken by the Contractor.

EXHIBIT B

5. The Contractor shall assume all financial responsibility for the maintenance and/or repair of equipment beyond warranty assigned to them as part of this contract.
6. The Contractor shall require all participating clinics and physicians to report monthly, to the Contractor, the number of persons cultured, the number positive, the number inconclusive, and the number of positive Micro Fiched patients treated. These records shall be submitted, by the Contractor, to the State on a monthly basis no later than fifteen (15) working days after the end of each month. The number of persons cultured shall exclude a double count of patients which have received test-of-cure and multiple site cultures. In addition, epi-treatments shall be excluded, but reinfections and patients returning for an examination after a three (3) month time period has elapsed shall be included. Inconclusive tests shall include all cultures taken from patients which, for some reason, do not yield sufficient evidence upon which to judge the patient either positive or negative (e.g., overgrowth, destroyed or damaged plates, etc.).
7. The Contractor agrees to discontinue charging the State for gonorrhea screening tests which are provided by participating health providers producing positive screening results at a rate averaging less than 1.7 percent over a period of three consecutive months.
8. The Contractor assures that adequate and effective epidemiologic follow-up and control programs shall be implemented in Contractor's jurisdiction.

EXHIBIT B

9. The attached Exhibit A(S), entitled "Additional Provisions", is made a part hereof by this reference.
10. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof by this reference.
11. The standard price per culture test established under this contract is two dollars per culture.
12. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered by said invoice, and bearing the number of the contract, for actual expenditures in accordance with the Budget (attached hereto and marked Exhibit C). The invoice is to be submitted under the letterhead of the Contractor and signed by the Health Officer or individual acting on his behalf. The number of patients cultured and the cost per culture shall be specified on the invoice; the number of patients cultured shall be in agreement with the accumulated total reported each month as required in item 6 above.

Micro Fiched

Invoices shall be submitted directly to: Department of Health, VD Control Unit, 555 Capitol Mall, Suite 345, Sacramento, CA 95814, no later than fifteen (15) working days after the end of the quarter. Final payment will be withheld pending the submission of all required reports to the State by the Contractor.

EXHIBIT B

13. The period of this contract shall be from April 1, 1978 through June 30, 1978.
14. The maximum payable under this contract shall not exceed \$1,466.00 for the period ending June 30, 1978.
15. The Contractor shall require all participating laboratories, within the Contractor's jurisdiction, to participate in training workshops and Micro Fiched quality control programs which will be arranged by the Laboratory Services Program of the State Department of Health during the period of this contract.
16. This contract may be canceled by either party upon thirty (30) days' written notice.

CONTRACT COUNTY OF YOLO

CONTRACT NO.: 77-60631

EXHIBIT C

BUDGET

April 1, 1978-June 30, 1978

OPERATING EXPENSES AND EQUIPMENT

Micro Fiched

733 cultures @ \$2.00/culture

\$1,466

Total Operating Expenses and Equipment

\$1,466

\$1,466

TOTAL BUDGET

\$1,466

EXHIBIT D

DEPARTMENT OF HEALTH

SURVEILLANCE REPORT

Contract No. Yolo County
77-60631

CHOLERA CONTROL PROJECT

Period April 1-June 30 1977

Location of Reporting or Reporting Site	Age Group	Number of Cases Reported	Number of Cases Confirmed	Number of Cases Treated	Number of Cases Followed Up
Yolo County Health Dept. General Clinic 10 Cottonwood Street Woodland, CA	1d	25			
Yolo General Hospital 170 Beamer Street Woodland, CA	2d	42			Mico Fiched
Salud Clinic 530 C Street Broderick, CA	4d	106			
Family Planning 327 College Street, Suite 102 Woodland, CA	6	560			
Total		733			

LEGEND

CD: Gender Detection
CDC: Correction or Detection Center
CHC: Community Health Center
FC: Free Clinic
FP: Family Planning
GHC: Group Health Clinic
HHC: Health Maintenance Organization
HHC: Hospital

MS: Military
NS: Not Specified
GHC: General Health Center
FP: Family Planning Group
HHC: Health Maintenance Organization
HHC: Hospital

FILED

APR - 6 1978

AGREEMENT NO. 78-114

LAURENCE R. HENIGAN, Clerk

By Paula M. Rogers
Deputy

environ

WORK ORDER

Client: COUNTY OF YOLO
292 West Beamer Street
Woodland, CA 95695

Date February 27, 1978

ENVIRON # 06546-00/0191

Description of Scope of Work:

Micro Fiched

Preparation of an Environmental Impact Report covering the eight operations along Cache Creek in Yolo County, California along the reach between the towns of Capay and Yolo, in accordance with ENVIRON letters of proposal dated January 25, 1978 and January 27, 1978.

Approved as to Form

Dated 4/5/78

John L. Linder
County Counsel of Yolo County

ENVIRON agrees to provide the above-described services under the following conditions:

Basis of compensation: STANDARD RATE SCHEDULE
Fee not to exceed 9.38% of \$46,800 or \$4,389.84 without prior authorization.

Invoices will be rendered monthly for all work done in the preceding month and will be due and payable upon receipt. All accounts not paid within thirty (30) days after date of invoice will bear a FINANCE CHARGE of 1% per month, equaling 12% per year, on the unpaid balance until paid in full. In the event any action is brought on this agreement or concerning any amounts due hereunder, client shall pay all litigation and collection expenses, including but not limited to reasonable fees for ENVIRON's attorneys.

All work performed shall be in accordance with generally accepted standards of professional practice. all tracings, survey notes, and other original documents shall be the property of ENVIRON, except where by law or precedent these documents become public property.

The client will limit the liability of ENVIRON to the client and to all construction contractors and subcontractors on the project, due to ENVIRON's professional negligent acts, errors or omissions, such that the total aggregate liability of ENVIRON to all those named shall not exceed \$50,000.

Client: COUNTY OF YOLO

ENVIRON

By John L. Linder
CHAIRMAN, BOARD OF SUPERVISORS

By

Title: COUNTY OF YOLO, STATE OF CALIFORNIA

Date

Date: 4-6-78

2/27/78

If this Work Order correctly summarizes the scope of work you have requested, please sign it and return one copy.

planners · engineers · architects

2551 MERCED STREET, SAN LEANDRO
CALIFORNIA 94577 483-2481

REC'D JUN 21 1978

The Office of Criminal Justice Planning, hereinafter designated "OCJP", hereby makes a grant award of funds to 1. COUNTY OF YOLO hereinafter designated "Subgrantee", under the provisions of (check one) ☒ Title I, Part C, Omnibus Crime Control and Safe Streets Act of 1968 (PL 90-351), as amended, hereinafter designated "Crime Control Act" (or) ☐ Juvenile Justice and Delinquency Prevention Act of 1974 (PL 93-415), hereinafter designated "Juvenile Justice Act", in the amount and for the purpose and duration set forth in this grant award.

Program Category 2114

Micro Fiched

2. Project Title COUNSELING CENTER FOR VICTIMS OF RAPE AND THEIR FAMILIES	Award No. 5. <u>A-401-1-77</u>
	Grant Period 6. 7-1-78 - 9-30-79
3. Project Director (Name, Address, Telephone) Marilyn Strachan Yolo County Sexual Assault Center 203 F Street Davis, Ca. 95616	Federal Amount 7. \$43,356
	State Buy-In 8. \$2409
	Applicant Hard Match 9. \$2409
4. Financial Officer (Name, Address) Mr. Arthur Heasley Auditor-Controller, County of Yolo P. O. Box 1068 Woodland, California 95695	Other Match (JJ only) 10. -0-
916-666-8541	Total Project Cost 11. \$48,174

FILED

JUN 26 1978

This grant award consists of this title page, the application for the grant which is attached hereto as Attachment A and made a part hereof, and the Standard Grant Award Conditions which are attached hereto as Attachment B and made a part hereof.

The Subgrantee hereby signifies its acceptance of this grant award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this grant award and the applicable provisions of the Crime Control Act identified above.

The Subgrantee certifies that federal and state funds received will not be used to replace local funds that would, in the absence of such federal and state aid, be made available for the activity being supported under this agreement.

12. Arthur Heasley Date
Official Authorized to sign for Subgrantee
Name: Arthur Edmonds
Title: Chairman, Board of Supervisors
Telephone: 916-666-8300
Address: P.O. Box 1098
Woodland, Ca. 95695

OFFICE OF CRIMINAL JUSTICE PLANNING,
STATE OF CALIFORNIA

Executive Director, OCJP Date 6-19-78

SPECIAL DEPOSIT FUND LEAA, Fiscal Year 77-78

GENERAL FUND

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

JUN 18 1978

ITEM 301

Office of Criminal Justice Planning
7171 Bowling Drive
Sacramento, California 95823

OCJP Fiscal Officer
OCJP Form 502 Revised 7-1-76

SPECIAL CONDITION

OCJP will not approve any extensions of the project period for this grant as the current project period extends to the end of the federal fund availability.

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SPECIAL CONDITION:

This award is made and accepted with the understanding that OCJP intends to cooperate with the Commission on the Status of Women, Department of Health, other state and local governmental agencies and community-based organizations in the development of standards for programs established to supportively serve victims of crimes of sexual assault, and that Subgrantee will undertake such operational and procedural changes as may be necessary to achieve substantial compliance with such standards within a reasonable time following the adoption thereof.

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PROJECT SUMMARY

The Sexual Assault Counseling Center for victims of forcible rape is a community service program whose project goals are to preserve the emotional well-being of women victimized by forcible rape through crisis, supportive on-going, and family counseling, to reduce the incidence of forcible rape in Yolo County, and to further the knowledge, awareness, and understanding of persons residing in Yolo County regarding the issues of forcible rape through self-defense and community education presentations.

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15. PROJECT BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL	COST
A. Personal Services - Salaries	
PROJECT DIRECTOR \$625 per month at half-time x 12 months = \$7,500 per year. Project Director directs and manages the activities of the grant in order to meet its objectives. Full-time equivalent salary would be \$15,000.	\$7,500
COMMUNITY LIAISON COORDINATOR \$437.50 per month at half-time x 12 months = \$5,250 per year. Community Liaison Coordinator is responsible for development of the community education and self-defense programs in the community. Full-time equivalent salary would be \$10,500.	5,250
	Micro Filled
TRAINING COORDINATOR \$875 per month at full-time x 12 months = \$10,500 per year. Training Coordinator is responsible for recruiting and training volunteers.	10,500
ADMINISTRATIVE ASSISTANT \$800 per month at full-time x 12 months = \$9,600 per year. Administrative Assistant is responsible for bookkeeping, record keeping, and assisting the Director in implementing the activities of the grant.	9,600
TOTAL	\$32,850

PROJECT BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL	COST
B. Personal Services - Benefits	
PROJECT DIRECTOR State Disability Insurance at 1% Workmens Compensation at 1% State Unemployment Insurance at 3.6% Health Benefits	\$ 75 75 270 22
COMMUNITY LIAISON COORDINATOR State Disability Insurance at 1% Workmens Compensation at 1% State Unemployment Insurance at 3.6% Health Benefits	52.50 52.50 189 22
TRAINING COORDINATOR State Disability Insurance at 1% Workmens Compensation at 1% State Unemployment Insurance at 3.6% Health Benefits	Micro Filled 105 105 378 22
ADMINISTRATIVE ASSISTANT State Disability Insurance at 1% Workmens Compensation at 1% State Unemployment Insurance at 3.6% Health Benefits	96 96 346 22
TOTAL	\$1,928

PROJECT BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL	COST
C. Travel	
Travel based on reimbursement for local automobile usage estimated at 958 miles per month at 12¢ per mile x 12 months. Estimate per staff person per month: Project Director 208 miles per month x 12¢ = \$25 Administrative Assistant 208 miles per month x 12¢ = \$25 Training Coordinator 208 miles per month x 12¢ = \$25 Community Liaison Coordinator 334 miles per mo. x 12¢ = 40 Total mileage costs per month = \$115	\$1,380
Training for Staff members*	200
	Micro Fiched
*Particulars of staff training will be provided to Region D when they are available.	
TOTAL	\$1,580

OFFICE OF CRIMINAL JUSTICE PLANNING

PROJECT BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL	COST
F. Operating Expenses	
Office Rental at \$125 per month x 12 months	\$1,500
Telephone System	
4 business telephone lines at \$64 per month	768
Installation cost of 4 business lines	189
Woodland crisis line at \$17 per month	204
Davis crisis line at \$93 per month (mileage rate charged)	1,116
East Yolo crisis line at \$95 per month (mileage rate charged)	1,140
Tadlocks Answering Service charges for 3 crisis lines ^{per month} (\$39 for first line and \$10 for each additional line)	708
Long Distance Charges for Office and crisis lines	1,500
Insurance	Micro Filled
(Comprehensive liability and office insurance)	500
Office Supplies	
Posters/Brochures	1,500
Mailing costs	480
Forms for management records	150
Stationary/envelopes	300
Consumable supplies based on the standard rate of 75¢ per day per full-time staff person x 22 working days x 12 months.	600
Includes stencil duplicating supplies:	
ink	
stencils	
stencil folders	
paper	
Duplicating	
Rape Forum Workshop	120
Rental of meeting facility \$ 20	
Mail-out of brochures \$100	
15 books for library on rape, self-defense, and counseling techniques	151
TOTAL	10926

PROJECT BUDGET

[illegible]

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DEFINITIONS

Forcible Rape: The term forcible rape will be defined in this grant project as it is defined as one of the seven major offenses in the annual Uniform Crime Report, specifically, the carnal knowledge of a female forcibly and against her will. This includes attempts to commit forcible rape. The following penal categories are included:

220/261	Assault to Commit Rape
261	Rape
261/12022.5	Rape/Firearm
261 (1)(2)(3)(4)(5)	Rape/Violent
264.1	Rape/Concert/Force
664/261	Attempt to Rape
664/261/12022.5	Attempt Rape/Firearm

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18. PROBLEM STATEMENT

Background Information

Counseling of victims of forcible rape began in Yolo County in 1972 when Ms. Sandi McCubbin and Ms. Linda Fujimoto became Co-Coordinator of the Peer Counseling Program at the University of California at Davis. They developed a core group of female counselors who volunteered to provide counseling for victims of rape to provide self-defense classes to the community. With the inception of the Womens' Resources and Research Center in 1974 at UC Davis, the core group of women expanded. Being a University sponsored department, this type of counseling was directed toward students. However, once the availability of rape counseling became known, calls from the City of Davis and other communities in Yolo County began coming in. Year by year, the number of calls increased to a point where, Donna Moore, Director of the Womens' Center, saw the need for an independant Center specifically geared to rape victims and their families. Therefore, in 1976, Ms. Moore developed a proposal for the establishment of the Sexual Assault Center and presented it to the County Board of Supervisors. However, the program Micro Fiched could not be accepted due to a technicality that a University department could not sponsor a community-based program. Therefore, Ms. Moore requested Mr. Ron Clement, Executive Director of Diogenes, Inc., a non-profit youth service organization, to sponsor the proposal and to resubmit it to the County Board of Supervisors. The Board of Directors of Diogenes agreed to this request, resubmitted the proposal to the County, the Board of Supervisors accepted the proposal and voted to grant \$13,000 in revenue sharing funds for the establishment of the project. Accordingly, the Sexual Assault Center was set up as an independant component of Diogenes, Inc. with its own Coordinator and Advisory Board composed of citizens and professionals from Yolo County. From the beginning, it was agreed upon by the Advisory Board and the Board of Directors of Diogenes that this would be a temporary sponsorship arrangement and the arrangement would be dissolved as the Center developed and could be incorporated as a non-profit corporation. Therefore, at the appropriate time the Advisory Board drew up articles of incorporation under the State of California. However, Diogenes, Inc. and the Yolo County Sexual Assault Center, Inc. did not sever their ties until June 30, 1977, the end of the fiscal year, for reasons of fiscal management.

Structure of the Organization

As a non-profit organization, the direction and the activities of the Center are governed by the members of the Corporation and by the Board of Directors. The members of the corporation are, by definition, any person who contributes time, money, or goods to the Center and who makes application with the Recording Secretary of the Board of Directors. The Members meet at least once annually to determine the directions and responsibilities of the Center and to elect the Board of Directors.

The Board of Directors is composed of 23 citizens and professional representatives from law enforcement, medical, mental health, secondary schools and colleges, and community persons. (See Item 19 for specific membership and organizational affiliation of the Board of Directors). The Board meets monthly and oversees implementation of projects and activities of the Center.

Under the direct supervision of the Board of Directors is the employed officer of the Corporation, the Project Director. The Project Director is responsible for the implementation of the projects and activities set forth by the Members of the Corporation and the Board of Directors.

Under the Project Director is the Administrative Assistant.

The Administrative Assistant is responsible to the Project Director for assignments involving office management, bookkeeping, and delegated projects which further the aims and objectives set forth by the Board and the members.

Under these two paid employees are the 40 volunteer counselors who have been trained to staff the three crisis lines on a 24-hour basis in order to provide crisis, on-going, and family counseling to victims of rape.

Description of Operations

The Project Director and Administrative Assistant direct the day-to-day operations of the Center from the business office located at 203 F Street in Davis. The business office is presently equipped for two people and also has a library. Micro Fiched

The three crisis telephone lines (758-8400, a Davis exchange; 662-1133, a Woodland exchange; and 371-1907, a West Sacramento exchange) are located at Tadlocks Communications, an answering service in Woodland, California at 26 Main Street. Operators employed by Tadlocks answer the lines on a 24-hour basis and patch incoming calls to the counselor on duty. Counselors work six hour shifts out of their homes. The shifts begin at midnight and rotate midnite to 6am, 6am to noon, noon to 6pm, and 6pm to midnite. Tadlocks receives a monthly schedule of counselors working times. The Administrative Assistant is responsible for the monthly schedule and notifies the answering service of any changes.

The Problem -- Nature and Scope

The statistics regarding rape and attempted rape in Yolo County show a steady increase from 1972 to 1976 and a dramatic jump in reporting in 1977. With the inception of the Yolo County Sexual Assault Center's crisis lines on January 3, 1977, the reporting of the forcible rape rose 141.9%. The following statistics from 1972 to 1976 show the incidence of forcible rape reported to the law enforcement agencies of Woodland, Davis, Winters, and Yolo County Sheriffs Department. The 1977 statistics are a combination of the above-named departments and the Yolo County Sexual Assault Center.

	<u>1972</u>	<u>1973</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>	<u>1977</u>
Forcible Rape:	34	37	42	54	46	89

The situation in Yolo County parallels the rate of increase of reporting of the crime of forcible rape taking place throughout the country. According to the FBI Uniform Crime Report, 15,560 rapes were reported in 1960, 37,270 rapes were reported in 1970, and 55,090 rapes were reported in 1975. In the Western Region of the United States, the reporting of rape per 100,000 population increased from 20 per 100,000 in 1967 to 35 per 100,000 in 1973. This information was compiled from the FBI Uniform Crime Report. (See attached graph in Appendix which compares the Western Region to the other geographic regions in the United States).

The prosecution and conviction statistics for persons arrested for rape in Yolo County show the following:

In 1975, 18 persons were charged with rape. Of that number, 8 cases were dismissed, 7 cases plead guilty to the original or a lesser charge, 1 person was found guilty by a jury trial, 1 person was found not guilty by a jury, and in 1 case the proceedings were suspended.

In 1976, 13 persons were charged with rape. Of that number, 3 cases were dismissed, 6 cases plead guilty to the original or a lesser charge, 1 person was found guilty through a jury trial, 2 persons were found not guilty by a jury trial and 1 person was referred to the Adult Probation Division.

In 1977, 14 persons were charged with rape. Of that number 4 were dismissed, 7 plead, and 3 are set for jury trial in 1978.

The problem in Yolo County is six-fold:

1) The need for counseling for victims of forcible rape, 2) the under-reporting of forcible rape in Yolo County, 3) the lack of understanding of the nature of rape and the issues surrounding it in Yolo County, 4) the need to make more Yolo County residents aware of the existence of the Center and the services it provides, 5) the moderate rate of prosecution of cases due to the high rate of dismissals caused, in large part, by lack of victim cooperation, 6) the moderate rate of conviction of forcible rape cases.

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1. **Need for Counseling:** The Sexual Assault Center has been receiving calls from persons who have been recently raped, from persons who have been raped in the past and continue to suffer painful memories, and calls from people seeking information on the nature of rape, how to prevent it, and how to defend against it.

The people who come to us seeking counseling are attempting to ease many psychological burdens. At the time they come to us, they are experiencing a great deal of anxiety, a sense of helplessness, persistent fear and/or depression, and guilt. With regard to guilt, victims often spend a lot of time reconstructing the incident, how they could have been responsible for the assault, and how they could have responded differently at the time of the attack. Mood swings are not uncommon. Often they move from a relatively happy state of mind to a mood of depression within minutes. Victims often have difficulty sleeping as they experience vivid dreams, recurrent nightmares, insomnia, and wakefulness, particularly if the assault took place in their home.

Physiological reactions occur such as tension, headaches, fatigue, general feelings of soreness or localized pain in the chest, throat, arm or leg areas. Specific symptoms may occur which relate to the area of the body which has been assaulted. Victims of vaginal or anal penetration have different physical reactions. Appetite disturbances such as nausea and vomiting are not unusual.

The physical and internal reactions often express themselves in a social way, as victims of assault may experience a deterioration in social relationships and withdraw from contact from friends and relatives. These women go to school or to work, but are unable to be involved in more than business type activities requiring little concentrative effort. They often alter their lifestyle and place many restrictions on their lives as their sense of personal safety is damaged. This feeling may also be manifested by a hesitancy to enter into new relationships with men or they may become distrustful of existing relationships with men.

Single women, in response to fears for personal safety, have given up their autonomy if they were living alone and moved in with friends or back with their family. They sometimes have changed apartments, jobs, or even cities.

Other reasons for non-reporting which were given by the victims we have counseled and by persons attending self-defense classes: 1) intimidation, fear, and guilt on the part of the victim 2) the victim did not want her family to find out as she did not think they would understand 3) fear of being subjected to public scrutiny 4) the victim was raped by someone known to her, in one instance a relative, in a second instance a friend, and in a third instance twice by a neighbor. The victim felt no one would believe her or that it could not be considered a "real" case 5) apprehension concerning the responses of law enforcement, doctors and hospital personnel 6) scepticism/fear concerning the criminal justice system. With regard to the scepticism and fear felt toward the criminal justice process, the following specific examples were given: 1) that defendants let out on bail or their own recognizance would retaliate against the victim 2) fear of negative treatment and stress on the witness stand 3) fear of public scrutiny 4) low conviction rate of rapists and that the entire stressful process would result in the man returning to the street 5) short sentences of convicted offenders and being released on parole after serving a minimum amount of time.

Micro Fiched

3. Lack of understanding the nature and issues surrounding rape: This lack of understanding is shared by the community and by professionals in Yolo County. However, the lack of understanding is not heightened by resistance to knowledge. To the contrary, in Yolo County there is an intense interest in seeking information from people who are able to provide it. This interest is shared by community groups and by professionals.

Lack of understanding surrounds the following issues: 1) that rape is a sexual crime instead of a crime of violence 2) that rapists are wild-eyed psychopaths easily recognized in a crowd or generally seen lurking around a bush 3) that rapists are men who need sexual gratification and rape because they do not have a normal sexual outlet 4) that rapists are men who have just come out of military service. 5) victims are usually "loose" women who are just "asking for it" 6) that rapists are strangers to the victim 7) that rape is an impulsive act 8) that the woman "led the man on" and the man couldn't control himself and went "all the way" with her 10) women who go braless encourage rape 11) that rape is a seduction gone wrong 12) that women who don't report rape were not actually raped, but seduced 13) that teenagers lie more than the rest of the population when they say they have been raped.

Not everyone shares the feelings expressed in those statements. However, the greatest confusion shared by everyone is the nature of rape itself. The idea that rape is a crime of violence rather than a sexual crime is a relatively new idea. The concepts that a rapist is a man with an abnormal amount of aggression, that he is a person who uses sex as a weapon to express his aggression and his needs for power dominance and control, that he enjoys inflicting fear and terror upon vulnerable victims are well received and accepted. It seems that few people were really comfortable with the "you can't thread a moving needle" theory and "if you cross your legs, you can't get raped" hypothesis. People are really interested in getting a handle on what this crime of rape is all about and why does it exist.

Through the process of community education programs these issues can be addressed. The problem lies in reaching out to an entire county with seven population areas: Davis, Woodland, Broderick-Bryte, West Sacramento, Winters, Esparto and Dunnigan. The county is predominantly rural and each population center has characteristics unique to them. There is also a significant Mexican-American population which increases in the spring through harvest time.

Family members, particularly husbands and children, have a difficult time adjusting to the change and tension in their home life as a result of the assault. They often feel a great deal of anger toward the perpetrator. Husbands sometimes feel guilt that they were not around at the time of the incident to protect their wife. Or, couples may experience marital adjustment problems. A major adjustment problem appears to center around their sexual relationship. Women have reported that they were unable to re-establish their normal sexual patterns, became more inhibited in their sexual response, and shied away from sexual contact. Some reported flashbacks to the rape during intercourse. These problems often result in tension between husband and wife and in some cases, the tension resulted in open conflict, separation or divorce.

Children, depending on the age group, may either not understand their mother's temperament or stress while they are in her care, or may resent the restrictions placed on their lives because of her fears. Victims report feeling irritated and short-tempered with people close to them during the few weeks when their symptoms are acute. They become more upset over their behavior which, in turn, produces more distress for them.

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The reactions which have been described are now collectively referred to as the "rape trauma syndrome". The syndrome is made up of two phases, the acute phase of personal disorganization and disorientation and the long-term process of reorganization which refers to the process of the victim returning to previous normal functioning. In order for a victim to cope effectively and return to normal functioning within a reasonable amount of time, supportive help is needed.

With regard to Mexican American women, these physical, emotional and social reactions become compounded as their cultural norms inhibit them from discussing sexual matters and would be particularly binding on issues surrounding a rape. Mexican American women do not discuss problems or feelings regarding sexuality outside the family. Within the family, these matters would be limited to a discussion with an elder sister or mother. Therefore, reaching out in an appropriate manner to Mexican American women in Yolo County would be an important element of our program. Of the 49 cases reported solely to the Sexual Assault Center in 1977, only one report was made by a Mexican American woman. It should be noted that the Uniform Crime Report does not include data on the race of victims. However, the Yolo County Sheriffs Department has retrievable data in this area for 1977. This data showed that of the 36 cases handled by that agency in 1977, only 5 were Mexican Americans. These figures are low considering that Yolo County has a population of 100,000 of which 10,000 are Mexican American. According to the U.S. Census (1970) only 2.5% of the general U.S. population are Mexican American compared to the 10% in Yolo County.

2. Under-reporting of rape: The FBI currently estimates that only one out of ten rape cases are reported to law enforcement. Each year, the FBI acknowledges in its Uniform Crime Report that its rape statistics must be low, because "law enforcement administrators recognize that the fear and/or embarrassment on the part of victims" cause them and their families to conceal the incidence of this crime and the FBI estimate that only one out of ten forcible rapes are reported. Using the 89 reported forcible rapes in Yolo County in 1977 as a base figure this would mean that the actual number of rapes last year which took place in Yolo County is actually closer to 801. In speaking with leaders of the Mexican American community in Yolo County, it was learned that 30 rapes took place last summer in Woodland of Chicanos which were never reported to law enforcement due to the death threats involved.

4. Create awareness of the services of the Sexual Assault Center: The Sexual Assault Center is relatively new to Yolo County as it has only been in operation since September, 1976 and the crisis lines have been in operation since January 3, 1977. There is much to be done in order to create awareness of its existence and to create confidence in our abilities and endeavors. As people become aware of our services, more demands are made for community education classes. In 1977, 35 classes were given with 998 persons in attendance. There is also a compelling need for our self-defense classes which as been demonstrated by the number of requests for these classes in the first year. In 1977, we gave 55 self-defense classes which were attended by a total of 2,037 persons. Through these means and other public relations activities, awareness of services provided by the Center will grow.

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5. Dismissal rate of forcible rape cases in Yolo County: From the Yolo County District Attorneys' office it has been found that: In 1977, 4 cases out of 14 were dismissed; in 1976, 3 cases out of 13 were dismissed; and in 1975, 8 cases out of 18 were dismissed. Of the 15 cases dismissed over the three year period, 6 were caused by victims either changing their minds about testifying or by not showing up. Three cases were dropped due to insufficient evidence and one case was dismissed due to doubt concerning whether or not a rape occurred. However, it is significant that one-third of the rape charges over a three year period were dismissed and that two-thirds of the dismissals were due to victims' reluctance to testify. These figures could be improved by a victim advocacy program.

6. Moderate rate of conviction: The Yolo County DA's office shows a 53.6% conviction rate over the three year period of 1975, 1976, 1977 according to their annual statistics. This rate of conviction could improve by providing support to victims, thereby enabling them to be stronger witnesses, and advising them at the onset of their contact with us about the importance of preserving evidence. Conviction rates could also be influenced by educating potential jurors about the myths surrounding rape, thereby increasing knowledge about the issue.

19. ORGANIZATIONAL QUALIFICATIONS

A. In Yolo County, there is no other "help" agency which specializes in counseling and providing supportive services for victims of rape which gives community education programs on the nature of rape, which gives self-defense classes, or which provides training to professionals who respond to victims of rape (e.g. law enforcement and hospitals). Many of our referrals come from law enforcement, hospitals, the probation department, the welfare department, private doctors, and private agencies such as Planned Parenthood and Diogenes.

B. The Yolo County Sexual Assault Center is capable of conducting this program successfully due to its experiences and accomplishments in its 17 months of operations, due to the experience of the Coordinator, the qualifications, expertise and broad base of the members of its Board of Directors, and due to community links developed by the Center and the Board of Directors.

1. Activities and Accomplishments from September, 1976 to present: Micro Fiched

- a. Forty counselors have completed 8 weeks of training and staff the three crisis lines. 37 counselors are women and 3 are men. 2 of the female counselors are Mexican American fluent in Spanish.
- b. 1,000 posters have been printed and distributed throughout the county. 10,000 brochures were printed entitled "For Victims of Sexual Assault: A Guide" and approximately 6,000 have been distributed to date.
- c. Nineteen radio stations in the area have carried our public service announcements. KSFM, KRAK, and KDVS have one half hour interviews with the Coordinator.
- d. Major articles on the SAC have appeared in the following newspapers: Daily Democrat, Davis Enterprise, the Cal Aggie, the Argus, Woodland High School's "Orangepeel", Davis High School's "The Hub", the East Yolo Record, and the East Yolo New Ledger.
- e. A mailing list of 600 persons composed of doctors, lawyers, judges, psychiatrists, psychologists, social workers, civic and social organizations, public and private agencies, law enforcement agencies, and hospitals was developed and a letter was sent describing the operations of the Center and its services in January, 1977.
- f. 35 community education programs have been given in 1977 with a total of 998 persons in attendance and 55 self-defense classes attended by 2,037 person
- g. Professional training has been provided for: all the law enforcement agencies in Yolo County, hospital nurses in all four hospitals, the probation department, welfare department, health department, public health nurses, and medical students.
- h. The above-described activities and efforts have been accomplished by a Coordinator who was employed on a part-time basis for 20 hours per week, an Administrative Assistant who was employed on a quarter-time or 10 hour per week basis for the first half of 1977 and then were promoted to full-time and three-quarter time respectively beginning the last half of 1977, an active Board of Directors who donates an average of 2-3 hours per month; and 40 volunteers who donate an average of 24 hours per month on the crisis line, 3 hours per month in meetings, and 1.5 hours per month doing routine activities for the Center.

2. The staff experience centers primarily upon the Coordinator, Marilyn Strachan. Her working experience includes: working in the United States Senate from 1970-1972 as a Legislative Secretary; working as Administrative Assistant to the Chief Judge of the District of Columbia Superior Court, a 44-judge court system from 1972-1973; working as a Probation Officer for the D. C. Superior Court from 1973-1975; working as a Rape Crisis Counselor from 1975-1976 and working as a counselor at Brockhurst Boys Ranch during the same period. The Ranch was a residential treatment center for emotionally disturbed adolescent boys. This combination of experience has sensitized Ms. Strachan to the victim advocacy role of the Center and to the importance of ties to the criminal justice system.

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3. The Board of Directors is made up of interested community persons and professionals in the community. Members of the Board are Chief Bill Lane, Winters Police Department; Sgt. Steve Ribble, Davis Police Department; Officer Stan Friedman of UC Police Dept.; Detective Doug Bera of Woodland Police Department; Lt. Phil Roy of the Yolo County Sheriffs Department; David Henderson of the Yolo County District Attorneys Office, Charlotte Jones of Davis Community Hospital, Dr. Joan Stek of Covell Student Health Center, Dr. John Jones of the Davis Free Clinic, Jeanne Macias of Woodland Memorial Hospital, Suna Guerrero, MSW, Child Advocate, Dr. Herb Bauer, Child Advocate, Dr. Fran Rockwell, UC Sacramento Medical Center, Marlene Ichikawa, MSW, Yolo County Mental Health, Donna Moore, Director of the UC Womens Center, So Sheltrown, Davis community person, Martha Holden, Woodland community person, Pam Hardt, UC Davis student, Amy Villarejo, Davis High School, Trudi Zamora, Woodland High School.

4. The Center has established strong community links with the law enforcement agencies of this county, the district attorneys office, health, mental health and welfare departments as evidenced by the letters of support contained in the appendix, the number of referrals we receive from them, and by the fact that we have been providing training for them.

Goal 1: To preserve the emotional well-being of persons victimized by forcible rape.

Impact Objective: Reduction of stress and traumatic effects experienced by victims of forcible rape.

Process Objective: Provide crisis, on-going, and family counseling to victims of forcible rape.

Outcome Objective No. 1: Whereas 44 persons received telephone crisis counseling from the SAC in 1977; in the first year of this grant project, 57 persons will receive telephone crisis counseling. This represents an increase of 30%.

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Outcome Objective No. 2: Whereas 5 persons who contacted SAC through means other than the telephone crisis lines received crisis counseling in 1977; in the first year of this grant project, 7 persons contacting the Center through other means will receive crisis counseling. This represents an increase of 30%.

Outcome Objective No. 3: Whereas 10 persons who received telephone crisis counseling from SAC in 1977 went on to receive on-going telephone counseling; in the first year of this grant project, 13 persons will receive on-going telephone counseling. This represents an increase of 30%.

Outcome Objective No. 4: Whereas 24 persons who received telephone or in-person crisis counseling went on to receive in-person on-going counseling in 1977 from SAC; in the first year of this grant period 31 persons will receive in-person on-going counseling. This represents an increase of 30%.

Outcome Objective No. 5: Whereas 2 persons received counseling for family members from SAC in 1977; under the first year of this grant period, 3 persons will receive counseling for family members. This represents an increase of 50%.

Goal II: To reduce the incidence of rape in Yolo County by holding those persons responsible for the crime accountable for their actions.

Impact Objective A: Increase the rate of reporting forcible rape to law enforcement agencies.

Process Objectives: Provide accompaniment and supportive services to victims in order to encourage them to report forcible rape.

Provide educational programs in Yolo County which will underscore the value of reporting the crime of forcible rape.

Micro Fiched

Outcome Objective No. 1: Whereas 24 persons who received counseling from SAC in 1977 filed charges of forcible rape with law enforcement agencies; in the first year of this grant project, 31 persons will file charges of forcible rape. This represents an increase of 30%. *(Optional as amended 5-26-78 by Region D staff)*

Outcome Objective No. 2: Whereas 64 rapes were reported to law enforcement agencies in Yolo County in 1977; in the first year of this grant project, 83 rapes will be reported. This represents an increase of 30%. *(Optional as amended 5-26-78 by Region D staff)*

Outcome Objective No. 3: Whereas 998 persons in Yolo County attended 35 community education programs sponsored by SAC in 1977, in the first year of this grant project, 42 community education programs will be given with an anticipated attendance of 1,200. This represents an increase of 20%.

Outcome Objective No. 4: Whereas 2,037 persons in Yolo County attended 55 self-defense presentations sponsored by SAC in 1977; in the first year of this grant project, 66 self-defense presentations will be given with an anticipated attendance of 2,450.

Impact Objective B: Increase the rate of prosecution of forcible rape cases in Yolo County.

Process Objective: Provide accompaniment, supportive and informational services to victims of forcible rape in Yolo County.

Outcome Objective No. 1: Whereas 66% of the dismissals of forcible rape cases were caused by lack of cooperation by the victims during the three year baseline period of 1975, 1976, and 1977; in the first year of this grant project, this rate will be reduced to 50% of those cases dismissed.

Outcome Objective No. 2: Whereas 7 victims, or 29% of those persons receiving on-going counseling from SAC decided to prosecute their cases; in the first year of this grant project, 9 persons "30% of the persons receiving on-going counseling from SAC" *(as amended by Region D staff 5-26-78)* will go to the District Attorney's office and indicate their desire to prosecute. ~~This represents an increase of 30%.~~

Impact Objective C: Increase the rate of conviction of cases of forcible rape.

Process Objective: Provide accompaniment, supportive and informational services to victims of forcible rape.

Outcome Objective No. 1: Whereas in 1977, 3 of the 7 cases in which the SAC provided accompaniment and supportive services resulted in prosecution and conviction, 43%; in the first year of this grant project, this rate will increase to 50%.

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21.a. By meeting these objectives, rape victims in Yolo County will be able to turn to a center which will provide them with counseling and accompaniment services. The public will gain new awareness/understanding on the issues of rape. People in Yolo County will learn about prevention, self-defense and the issues surrounding rape. The reports of forcible rape to law enforcement, prosecution and conviction rates will increase. The rate of dismissals will decrease.

Participant Selection

21.b. Men, women and children in Yolo County who have been victims of forcible rape will be served by the Sexual Assault Center.

21.c. Major Tasks:

1. Recruit volunteers to staff the crisis lines.

Strategy: Newspaper articles on the Center

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Public appearances before community groups

Notify present counselors of need for new counselors

2. Train volunteers to staff the crisis lines.

Strategy: Set up 16 hour training program with the following components:

a. Part I of the training program is Informational. The first session is with law enforcement officers who discuss investigative techniques, gathering and preservation of evidence and how law enforcement responds to victims. The second session is with hospital emergency room personnel who will discuss physical examinations, evidence gathering, and how they respond to the victims. The third session is with the District Attorney who explains the criminal justice system from arrest through sentencing and the trial process.

b. Part II is Experiential. The counselors are oriented to the goals of the SAC and to expectations of the volunteer-counselors, taught crisis intervention and other counseling techniques.

3. Screen volunteers before entry on the crisis line.

Strategy: Have volunteers take a test on medical, legal, and police procedures.
Observe volunteers during role playing and delay those who have not acquired the necessary skills from entry on the crisis line.

4. Develop present referral system.

Strategy: Contact necessary persons and agencies or use the Yolo County resources manual to provide a list to volunteers of the necessary referral agencies.

5. Increase the reporting of forcible rape to the SAC and law enforcement agencies.

Strategy: Contact schools, community groups, civic and social organizations in Yolo County and advise them of the availability of our services.

Newspaper articles on the issues of forcible rape.

Provide a one-day forum on the issues of rape.

Provide accompaniment services to victims of forcible rape willing to report to appropriate law enforcement agencies and to file charges with the District Attorney.

a. advise victim of reporting procedures

b. provide transportation to appropriate law enforcement agency upon request

c. advise victim on preservation of evidence.

d. provide accompaniment services and advocacy during investigative process

e. Provide victim with current information on police and district attorney progress in the case

f. provide accompaniment services to victim during trial process

6. Increase the reporting of rape by Mexican American Women.

Strategy: Chicana Home Program. Chicana counselors will set up meetings in the homes of Mexican Americans to explain the services of the Center and the issues surrounding rape.

7. Create awareness of services of the SAC.

Strategy: Community education programs and self-defense classes. Identify groups to whom these presentations can be given, contact them, and offer classes.
Public service announcements. Write 30-second announcements and send to all radio stations.
Television. Design a slide which can be used during station identification.
Public Rape Forum. Bring in outside speakers on some facet of the problem.
Publish 10,000 brochures in English and Spanish of the "Guide Brochure" and the "Preventive Brochure".
Develop community resource team composed of the project Director, the community liaison coordinator, the training coordinator and the administrative assistant. Identify areas of the community of Yolo County which need to learn about the services of the center, identify leaders and groups in these areas, approach them about presentations, and divide the responsibility of presentations among the team members. The community liaison coordinator would have principle responsibility for this activity.

8. Self Defense presentations and promotion of prevention.

Strategy: Advertise the availability of classes.

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Train speakers.

Make direct contact with community groups, clubs, high schools and junior high schools and offer the classes to them.

Provide city-wide self-defense presentations for Woodland, Winters, Davis, East Yolo.

9. Collection of Data.

Strategy: Maintain log which records number of forcible rape calls reported by jurisdiction. Log will contain information on sex, age and nationality of victims and assailant, if possible. Log will record referral to law enforcement, district attorney, prosecution, conviction, dismissal rates and reason for dismissal.

21.d. Staff Responsibilities

Project Director: Responsible for implementing the methods, strategies, and measurement system outlined to meet the objectives of the program.

Responsible for hiring, supervising, and dismissal of employees.

Responsible for community resource team composed of Community Liaison Coordinator, Training Coordinator, and Administrative Assistant

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Community Liaison Coordinator: Responsible for developing and extending the program into communities in Yolo County

Responsible for community education and self-defense programs in the communities in Yolo County

Responsible for public relations program

Recruit and train volunteers for community education and self-defense presentations.

Training Coordinator:

Responsible for recruiting and training volunteer-counselors

Responsible for setting up a 16-hour training program for volunteer-counselors.

Responsible for setting up monthly counselor meetings and monthly case discussion nights

Responsible for monthly volunteer-counselor schedule

Responsible for monitoring each rape case as to number and quality of contacts

Responsible for providing advice to counselors on cases and for providing outlet for counselor feelings

Responsible for setting up secondary back-up system for counselors

Responsible for setting up rap groups for victims, attending and facilitating group process

Responsible for keeping records on volunteers and volunteer participation

Administrative Assistant/Bookkeeper:

Responsible for the bookkeeping of the Sexual Assault Center using generally acceptable accounting procedures

Responsible for keeping appropriate records on expenditures and receipts.

Responsible for preparing federal, state and local grant reports

Responsible for preparing appropriate tax forms for the federal, state, and local government

Responsible for scheduling self-defense classes, community education programs, and for the speakers for those programs

Responsible for developing and maintaining the library Micro Fiched

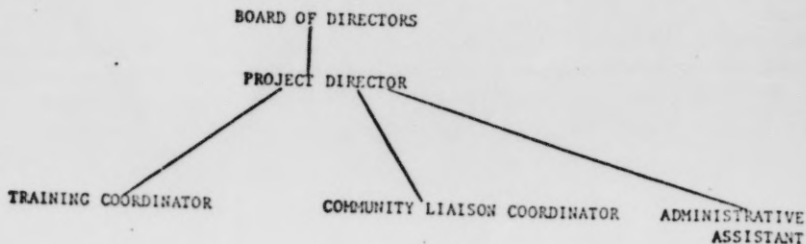
Responsible for developing and refining present referral system for volunteers

Responsible for third-person reporting system to law enforcement agencies

Responsible for keeping records on the number of forcible rape cases the Sexual Assault Center, the types of contacts made, the number of self-defense classes and community education classes given, the population area served, age, and special characteristics and number of people in attendance.

Responsible for keeping a central registry of the number of forcible rape reports made to law enforcement, the subsequent referrals to the District Attorney, and the prosecution, conviction, and dismissal rates.

Responsible for implementing policies and projects in concert with and under the direction of the Project Director according to the needs of the Center



Relationship to Applicant Agency

The project is related to the applicant agency, Yolo County, in that the County provided \$13,000 in county revenue sharing funds for the Center's first and second year of operation (1976-1977 and 1977-1978), and is providing cash-match funds for the Center to apply for this grant.

The Board of Directors is comprised of 23 community members who set the direction and policy for the activities, projects, and any undertakings of the Sexual Assault Center.

21.e. Available resources are the members of the Board of Directors and persons who have agreed to be a part of our membership resource list. Board members are: Dr. Donna Moore and Dr. Fran Pepitone-Rockwell, psychologists; Dr. Herbert Bauer, psychiatrist; Dr. Joan Stek and Dr. John Jones, medical doctors; and Marlene Ichikawa and Suna Guerrero, MSWs.

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Persons who have agreed to be a part of our emergency resources are: Dr. Leon Schimmel, Dr. Robert J. Bleasdel, and Dr. Jack Berger, medical doctors who will examine and treat victims not willing to go to a hospital emergency room; Dr. Theodore Odland and Dr. Edward Doehne, private psychiatrists; Nancy Tishler, Ph.D. candidate in psychology, and Dr. Nancy DuBois, private psychologist; who are available for private referrals, and the Yolo County Mental Health Department.

21.f. The letters from cooperating agencies can be found in the appendix. The role of law enforcement agencies with our program is primarily for the referral of cases to the SAC program. We also exchange information on the number of forcible rape cases which take place in the different jurisdictions. The SAC provides training to law enforcement in order that officers are able to respond in a sensitive way to victims. Together with law enforcement, the SAC promotes the reporting of forcible rape and provides reassurance that reporting persons will be treated with dignity and respect. The role of hospitals with our program is primarily for the referral of cases and to be called into the hospital if a person needs our assistance. The SAC provides training for emergency room personnel. The SAC also discusses with clients the advisability of seeking medical assistance after an assault.

21.g. There is no duplication or similar service in Yolo County.

21.h. Staff Training. Staff persons will receive the following training: 1) a general orientation to the goals and objectives of the SAC 2) introductions to other staff persons, volunteers and the Board of Directors 3) introductions to key personnel in law enforcement, hospitals, and other agencies with whom the SAC works 4) attendance at a series of seminars with the Project Director on the different facets of the organization, how they operate, the requirements of the position which the staff person is filling, and the expectations and goals which are expected from the position and from the person filling it. During the course of working at the SAC, staff persons will be required to attend the monthly volunteer-counselor meetings. This is for purposes of increasing the staff person's knowledge concerning rape and to know the volunteers, who are the backbone of our organization. If seminars and workshops are provided by outside agencies, staff persons will be required to attend if it is deemed necessary in the Project Director's opinion that attendance would increase the staff person's knowledge and expertise relative to program management and development or to the issues involving forcible rape.

JULY	AUGUST	SEPTEMBER	OCTOBER
Recruit volunteer-counselors Refine referral system Recruit community resource volunteers, self-defense, volunteers, and community education speakers Collect data Devise statistics & ledger reports Fiscal Report Due	Recruit volunteer-counselors Refine referral system Recruit community resource, community education, and self-defense volunteers Collect data Fiscal Report	Recruit volunteers Train community education, self-defense and community resource volunteers Collect data Fiscal Report	Progress report PR program of TV, radio, newspaper Begin community education and self-defense programs Collect data
NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Provide community education and self-defense classes Collect Data Fiscal Report	Community education and self- self-defense classes given Collect Data Fiscal Report Volunteer-counselors enter crisis line	Progress report Community education and self- defense classes Collect data Fiscal report Recruit volunteers for com- munity education, self-def- ense, classes 600 persons attend 23 commun- ity education classes 1,250 persons attend 35 self- defense classes	PR program of tv, radio and newspaper Community education and self- defense classes Recruit volunteer-counselors Collect data Fiscal report Recruit volunteers for comm- unity education, and self defense classes
MARCH	APRIL	JUNE	
Community education and self-defense classes Collect Data Fiscal Report Recruit volunteer-counselors Train volunteers for community education, self-defense, and community resource programs	Progress Report Community education and self- defense classes Volunteer counselor training Collect data Fiscal Report	Community education and self-defense classes Volunteer training Collect data Fiscal report	Progress Report Community education and self- defense classes Collect data Fiscal report Annual report volunteers go on crisis line 600 persons attend 23 commun- ity education classes 1,250 persons attend self- defense classes

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23. Management Records

(1) Records

- A. A reporting form for volunteer-counselors will be devised in order to keep track of the number of forcible rape calls received, the number which were reported to the law enforcement agencies and the number which received accompaniment services to a particular agency. The forms will also indicate the jurisdiction, the age, sex, and race of the victim.
- B. A reporting form will be kept on those cases referred to law enforcement, the subsequent clearance rate, and those third-party reports made by SAC.
- C. A reporting form will be kept on those cases referred to the District Attorney, prosecution, conviction, and dismissal rates.
Micro Fiched
- D. A reporting form will be kept on the number of self-defense and community education classes given, the jurisdiction, age, and any special characteristics of persons in attendance. (e.g. the handicapped, the elderly)
- E. A reporting form will be kept on the number of volunteers recruited, for what purposes, training received, length of program participation, and reasons for termination.
- F. Records will be kept of written, oral and personal contacts made to schedule self-defense, and community education programs.
- G. Records will be kept on the number of television, radio, and newspaper articles appearing to promote the services of the Center.
- H. Records will be kept on the numbers of posters and brochures published and the number distributed
- I. Records will be kept on the kinds of contacts made with victims of forcible rape.
- J. Records of any referrals to outside resources will be kept.

- (2) Through the reporting forms kept by the volunteers, we will have a breakdown of men, women, and children who call the SAC, their age, and nationality.
- (3) The Administrative Assistant/Bookkeeper will keep records of expenditures and receipts using standard methods of accounting.
- (4) Technical resources the Center may use will be those people on our Board of Directors, those persons on our emergency resource list, and those persons they recommend. Appropriate records will be kept on what people were utilized and how much time they spent by the Administrative Assitant.
- (5) Accurate records will be kept by the Administrative Assistant on paid time by staff hours donated by staff, hours donated by the Board of Directors, hours donated by volunteers, and any other persons. The above-described records will be kept in ledger form.

The evaluation will consist of four components:

1. Measuring specified process objectives;
2. Measuring increases in the reporting of forcible rape to law enforcement agencies;
3. Measuring increases in the rate of prosecution of forcible rape;
4. Measuring increases in the rate of conviction of cases of forcible rape;

GOAL I: To preserve the emotional well-being of persons victimized by forcible rape.

Measurement Method

Indices

Mechanics of Collection/Records*

Impact Objective:
Reduction of stress and traumatic effects experienced by victims of forcible rape.

Process Objective:
Provide crisis, on-going, and family counseling to victims of forcible rape.

Outcome Objective No. 1:

Whereas 44 persons received telephone crisis counseling from the SAC in 1977; in the first year of this grant project, 57 persons will receive telephone crisis counseling. This represents an increase of 30%.

Telephone calls requiring crisis counseling will be recorded on an on-going basis. Logs will be summarized monthly and the tabulated results submitted to Region D.

Number of telephone calls requiring crisis counseling.

Each volunteer or staff will utilize a log which includes recording whether crisis counseling was provided. Monthly summary will be forwarded to Region D.

Outcome Objective No. 2:

Whereas 5 persons who contacted SAC through means other than the telephone crisis lines received crisis counseling in 1977; in the first year of this grant project, 7 persons contacting the Center through other means will receive crisis counseling. This represents an increase of 30%.

A contact log will be maintained by staff and volunteers in the office and field. Logs will be summarized monthly and results reported to Region D.

Number of contacts requiring crisis intervention.

(Contact Summary)

Outcome Objective No. 3:

Whereas 10 persons who received telephone crisis counseling from SAC in 1977 went on to receive on-going telephone counseling; in the first year of this grant project, 13 persons will receive on-going telephone counseling. This represents an increase of 30%.

(Objectives 3-5)

On-going telephone and/or in-person counseling will be recorded on a client contact sheet using a name and ID# for identification and demographic service information and progress recorded on client intake/summary form.

(On-going Counseling Client Intake Summary)

This form will be submitted to Region D at end of counseling sessions. SAC staff will complete and submit on a quarterly basis.

Outcome Objective No. 4:

Whereas 24 persons who received telephone or in-person crisis counseling went on to receive in-person on-going counseling in 1977 from SAC; in the first year of this grant period 31 persons will receive in-person on-going counseling. This represents an increase of 30%.

Outcome Objective No. 5:

Whereas 2 persons received counseling for family members from SAC in 1977; under the first year of this grant period, 3 persons will receive counseling for family members. This represents an increase of 50%.

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Measurement MethodIndicesMechanics of Collection/Records

GOAL II: To reduce the incidence of rape in Yolo County by holding those persons responsible for the crime accountable for their actions.

Impact Objective A:

Increase the rate of reporting forcible rape to law enforcement agencies.

Process Objectives:

Provide accompaniment and supportive services to victims in order to encourage them to report forcible rape.

Provide educational programs in Yolo County which will underscore the value of reporting the crime of forcible rape.

Outcome Objective No. 1:

Whereas 24 persons who received counseling from SAC in 1977 filed charges of forcible rape with law enforcement agencies; in the first year of this grant project, 31 persons will file charges of forcible rape. This represents an increase of 30%.

From checking of counseling clients with law enforcement records.

Number of SAC counseling clients who file charges of forcible rape.

Volunteers/staff will compare names of women filing charges with names of counseling clients.

Outcome Objective No. 2:

Whereas 998 persons in Yolo County attended 35 community education programs sponsored by SAC in 1977, in the first year of this grant project, 42 community education programs will be given with an anticipated attendance of 1,200. This represents an increase of 20%.

(Outcome Objectives 2 & 3)
Documentation of program location, topic, and attendance, response. Data is summarized monthly, and submitted to Region D.

Number of presentations and attendance, responses.

Staff or volunteer presenting each program is responsible for recording data on a presentation Log which will be summarized.

Outcome Objective No. 3:

Whereas 2,037 persons in Yolo County attended 55 self-defense presentations sponsored by SAC in 1977, in the first year of this grant project, 66 self-defense presentations will be given with an anticipated attendance of 2,450. This represents an increase of 20%.

Outcome Objective No. 4:

Whereas 64 rapes were reported to law enforcement agencies in Yolo County in 1977 in the first year of the grant project, 83 rapes will be reported to law enforcement agencies. This represents an increase of 30%.

Project will submit data giving number of rapes reported to law enforcement agencies to Region D on a quarterly basis.

Number of rapes reported to law enforcement

Staff will collect from law enforcement agencies.

Impact Objective B:

Increase the rate of prosecution of forcible rape cases in Yolo County.

Process Objective:

Provide accompaniment, supportive and informational services to victims of forcible rape in Yolo County

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Measurement MethodIndicesMechanics of Collection/Records**Impact Objective B:**

Increase the rate of prosecution of forcible rape cases in Yolo County.

Process Objective:

Provide accompaniment, supportive and informational services to victims of forcible rape in Yolo County.

Outcome Objective No. 1:

Whereas 66% of the dismissals of forcible rape cases were caused by lack of cooperation by the victims during the three year baseline period of 1975, 1976, and 1977; in the first year of this grant project, this rate will be reduced to 50% of those cases dismissed.

Data will be obtained from the DA's office regarding rape case dispositions. Dismissals will be tabulated quarterly.

Number of dismissals identified by DA's office due to uncooperative victim.

SAC will establish a system with Yolo County DA to receive cases dispositions. These will be tabulated by staff.

Outcome Objective No. 2:

Whereas 7 victims, or 29% of those persons receiving on-going counseling from SAC decided to prosecute their cases; in the first year of this grant project 9 persons will go to the District Attorneys Office and indicate their desire to prosecute. This represents an increase of 30%.

Client follow-up with DA's office to determine which and how many clients decide to prosecute. These data tabulated quarterly and submitted to Region D.

Number of prosecutions.

A client record will be used to record whether or not a client prosecutes, a client. A follow-up to the DA's office will determine if she prosecutes after services are terminated.

Impact Objective C:

Increase the rate of conviction of cases of forcible rape.

Process Objective:

Provide accompaniment, supportive and informational services to victims of forcible rape.

Outcome Objective No. 1:

Whereas in 1977, 3 of the 7 cases in which the SAC provided accompaniment and supportive services resulted in prosecution and conviction of 43%; in the first year of this grant project, this rate will increase to 50%.

All cases prosecuted will be followed up to determine if a conviction has been obtained.

Number of convictions in cases by SAC clients.

SAC staff will obtain case disposition data from DA. Results of SAC client cases will be recorded on:
(1) Client Intake/Summary if on-going counseling is provided.
(2) Monthly Summary

Micro Fiched

75. Assumption of Costs. Continuous non-grant funding will be sought from the County Board of Supervisors, the City of Davis, and the City of Woodland. Breakdown cost for second and third year funding are contained in the Appendix.

26.a. Personnel Specifications

Project Director

- A. Employee must evidence support of the philosophy, policies, and procedures established by the Board of Directors.
- B. Employee must evidence recognition of the projects' responsibilities to meet the needs of victims of rape.
- C. Employee must evidence recognition of the projects' responsibilities to meet the communities needs.
- D. Employee must have a BA/BS degree in the field of Psychology or Social Work or related degree or a BA/BS degree plus two years of experience in the field of Psychology or Social Work.
- E. Employee must have a minimum of two years administrative experience. Micro Fiched
- F. Employee must have a minimum of one year of working with volunteers.
- G. Employee must demonstrate:
 - 1. Knowledge of program management and development.
 - 2. Experience in community liaison work and public speaking.
 - 3. Experience as a supervisor.
 - 4. Knowledge of planning, research design, systems analysis and program evaluation.
- H. Employee must demonstrate adequate physical health, social maturity, and emotional stability.

Training Coordinator

- A. Employee must evidence support of the philosophy, policies, and procedures established by the Board of Directors.
- B. Employee must evidence recognition of the projects' responsibilities to meet the needs of victims of rape.
- C. Employee must evidence recognition of the projects' responsibilities to meet the communities needs.
- D. Employee must have a BA/BS degree in the field of Psychology or Social Work or related degree or a BA/BS degree plus two years of experience in the field of Psychology or Social Work.
- E. Employee must have experience in working with volunteers in a training or supervisory capacity.
- F. Employee must have ability to set up groups for victims interested in having group discussions concerning their mutual problems and facilitate that group process.
- G. Employee must demonstrate ability to assess training needs of volunteers.
- H. Employee must demonstrate adequate physical health, social maturity, and emotional stability.

Community Liaison Coordinator

A. Employee must evidence support of the philosophy, policies, and procedures established by the Board of Directors.

B. Employee must evidence recognition of the projects' responsibilities to meet the needs of victims of rape.

C. Employee must evidence recognition of the projects' responsibilities to meet communities needs.

D. Employee must have either a BA/BS degree in Social Work or a related field, experience in working with volunteers, and experience in community liaison work or a high school degree, experience in working with volunteers, and a combination of two years grass roots community organizing or liaison work and public speaking.

E. Employee must demonstrate ability to assess training needs of community education, self-defense, and community resource volunteers and knowledge of how to recruit them.

F. Employee must demonstrate some knowledge of information on self-defense, preventive and precautionary measures to avoid rape, and the ability to teach others to give classes.

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G. Employee must demonstrate adequate physical health, social maturity, and emotional stability.

Administrative Assistant/Secretary

A. Employee must evidence support of the philosophy, policies, and procedures established by the Board of Directors and must recognize the projects' responsibility in meeting the community's needs.

B. Employee must evidence knowledge of office management.

C. Employee must evidence knowledge of maintaining a system of record keeping on various categories for which records will be kept.

D. Employee must evidence knowledge of filing systems.

E. Typing abilities should average 65 wpm.

F. Employee must have 2 years of college plus 2 years of office experience or a high school diploma and 5 years of office experience.

G. Experience in working in a volunteer agency is helpful.

26.b. Resume of the Project Director and Administrative Assistant in the Appendix, other positions not filled yet.

26.c. The Yolo County Board of Supervisors will indicate their support by signing this document.

THE BOARD OF SUPERVISORS HAS COMMITTED ITSELF TO FUND THE APPLICANT'S HARD MATCH FOR THE FIRST YEAR WITHOUT COMMITTING ITSELF TO FUTURE YEAR GRANTS.

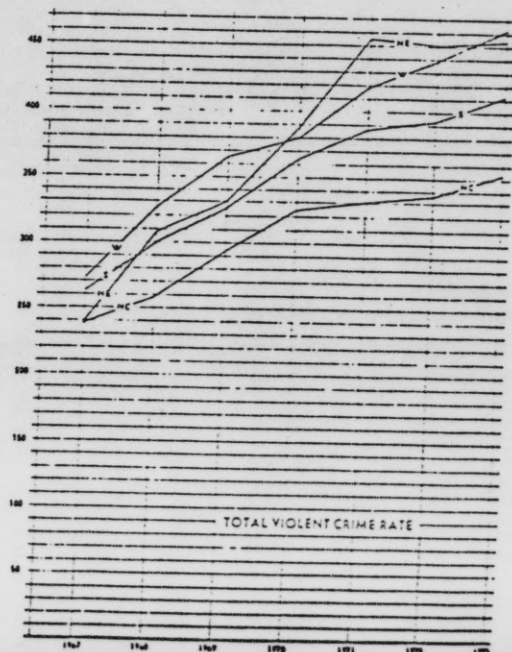
1. Rape Rate (per 100,000 population) by U.S. Regions (1967-1973)

Regions: NE (Northeast); S (South); NC (Northcentral); W (West).



2. Total Violent Crime Rate (per 100,000 population) by U.S. Regions (1967-1973)

Violent crime = murder, rape, aggravated assault, and robbery. Regions: NE (Northeast); S (South); NC (Northcentral); W (West).



XEROX
CERTIFIED COPY

FILED

MAR 28 1973

LAURENCE P. HENFAN, Clerk

RESOLUTION NO. 78- 46

By _____ Deputy

(Pre-Resolution Authorizing Application for Yolo County Sexual Assault Center Program as to Counseling Center for Victims of Rape and their Families)

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WHEREAS, the Yolo County Sexual Assault Center desires to undertake a certain project designated Counseling Center for Victims of Rape and Their Families to be funded in part from funds made available through the Omnibus Crime Control and Safe Streets Act of 1968, PL 90-351, as amended, (hereinafter referred to as the Crime Control Act) administered by the Office of Criminal Justice Planning (hereinafter referred to as OCJP).

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Yolo County Board of Supervisors is authorized, on its behalf to submit the attached Application for Grant for Law Enforcement Purposes to OCJP and is authorized to execute on behalf of the County of Yolo the attached Grant Award for law enforcement purposes including any extensions or amendments thereof.

BE IT FURTHER RESOLVED that the applicant agrees to provide first year matching funds required for said project (including any extension or amendment thereof) under the Crime Control Act and the rules and regulations of OCJP and the Law Enforcement Assistance Administration and that cash will be appropriated as required thereby.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant law enforcement expenditures controlled by this body.

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1 PASSED AND ADOPTED by the Board of Supervisors of the County
2 of Yolo, State of California, this 28th day of March
3 1978, by the following vote:

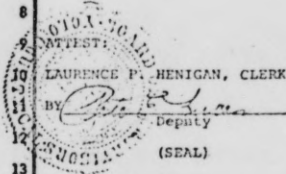
4 AYES: Barton, Thompson, Harland, Edmonds.

5 NOES: None.

6 ABSENT: Duncan.

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Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA



Approved as to Form

Dated

CH. F. J. Ball
County Counsel of Yolo County

STATE OF CALIFORNIA
COUNTY OF YOLO

SS,

The foregoing instrument is a Correct Copy Of
The Original On File in This Office.

ATTEST *March 28, 1978*

LAURENCE P. HENIGAN
COUNTY CLERK, EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS,
EX OFFICIO CLERK OF THE BOARD OF ELECTIONS IN AND FOR
THE COUNTY OF YOLO, STATE OF CALIFORNIA.

Laurence P. Henigan
Deputy



CALIFORNIA COUNCIL ON CRIMINAL JUSTICE

Standard Grant Award Conditions

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1. General

- A. Subgrantee agrees that the funds awarded pursuant to this grant award will be used in accordance with all the terms and conditions set forth in or incorporated by reference in: (1) this grant award (which includes the title page, the application for the grant which is attached hereto as Attachment A and made a part hereof, and these Standard Grant Award Conditions which are attached hereto as Attachment B and made a part hereof); (2) the CCCJ *Fiscal Affairs Manual*, as amended from time to time, which is hereby incorporated in these Grant Conditions; and (3) the Safe Streets Act.
- B. Subgrantee agrees that funds awarded pursuant to this grant award will be used to supplement and not to supplant funds otherwise made available for law enforcement purposes, and to the extent possible, will be used to increase such funds.
- C. Subgrantee agrees to make available and to expend from non-federal sources adequate resources to meet the matching requirements specified in the Safe Streets Act in accordance with the applicable regulations and requirements of the Law Enforcement Assistance Administration, hereinafter designated "LEAA".
- D. Subgrantee understands that the award of this grant in no way assures or implies continuation of funding beyond the grant period indicated in this grant award.

2. **Delay in Initiating Project.** If the project has not been initiated and operated in accordance with this grant award within 60 days after the commencement date of this grant award, the Subgrantee shall submit a written report, no later than 10 days after the expiration of said 60-day period, to CCCJ indicating the steps taken to initiate the project, the reasons for the delay and the expected starting date.

If the project is not fully operating in accordance with the terms of this grant award within 90 days after the commencement date of the grant period, the Subgrantee shall submit a further written report, within 10 days after the expiration of said 90-day period, to CCCJ describing the delay in project implementation, at which time CCCJ may cancel the project and redistribute the grant award funds to other project areas. The CCCJ, where warranted by extenuating circumstances, may request approval from the LEAA Regional Office to extend the implementation date of the project past the 90-day period.

If any such report is not filed with CCCJ by the Subgrantee when due, this grant award shall be terminated upon 10 days written notice to the project director. No extensions of these periods will be granted and no reports will be permitted to be filed after the period has expired.

3. **Evaluation of Prior Year Funding.** If the project to be conducted under this grant award or any portion thereof has been conducted with funds granted by CCCJ or LEAA during any period prior to the date of this grant award, a formal evaluation of the project or the applicable portion thereof for any such prior period must be prepared and filed with CCCJ no later than 90 days after the date of this grant award. This evaluation must be written, complete, accurate and must be satisfactory to CCCJ in its sole discretion. If no written evaluation for said prior period is filed with CCCJ within 90 days after the date of this grant award, this grant award shall be terminated upon 10 days written notice to the project director. No extensions of said 90-day period will be granted and no evaluations will be permitted to be filed after said period has expired. If a written evaluation for said prior period is filed with CCCJ no later than 90 days after the date of this grant award, the evaluation will be reviewed by CCCJ. CCCJ shall determine in its sole discretion whether or not the evaluation is satisfactory. This determination shall be made no later than 180 days after the date of this grant award. If CCCJ determines that this evaluation is not satisfactory, this grant award shall be terminated upon 10 days written notice to the project director.

4. **Operation Reports.** This grant award is made upon the express condition, in addition to all other terms and conditions contained herein, that the Subgrantee will submit promptly when due to CCCJ the following reports: (a) A quarterly report of the operation of the project for each three months of the project, including any extension of this award, beginning with the first month designated in the "Grant Period". Each such quarterly report will be filed on or before the tenth day after the end of each three month period. If the period covered by the final quarterly report is less than three months, the final quarterly report will be filed by the Subgrantee on or before the tenth day after the end of said final period. (b) A final report on or before the 90th day after the completion of the project, including any extension of this grant award, covering the entire period of the project. (c) Such additional reports in such form and containing such information as either CCCJ or LEAA may reasonably require.

Each quarterly report and the final report will describe activities and accomplishments during the period covered by the report. Special attention will be given to project phases or stages which have been completed (e.g., initial planning state, completion of preliminary survey effort, purchases of required equipment, staging of pilot training programs, etc.). Any special reports, evaluation studies, publications or articles prepared as a result of the operation of the project during the quarter will be attached, and major administrative developments will be covered (changes in personnel, project design, etc.). Problem areas and critical observations, as well as project success, will be mentioned and frankly discussed in all of the reports.

It is expressly understood and agreed that any funds otherwise due or payable to the Subgrantee under this grant award will not be due or payable and this grant award may be terminated if any of the reports which the Subgrantee is required to submit to CCCJ under the terms and conditions of this grant award are not submitted to CCCJ promptly when due, provided that any payment by CCCJ to the Subgrantee after the Subgrantee has failed to file with CCCJ any such required report when due shall not be considered as grounds for any waiver or estoppel against CCCJ.

5. **Obligation of Grant Funds.** Grant funds may not, without prior written approval by CCCJ, be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days.

6. **Written Approval of Changes.** Subgrantees must obtain prior written approval from CCCJ for major project changes. These include: (a) Changes of substance in the project activities, designs or research plans set forth in this grant award; (b) Changes of key professional personnel identified in this grant award; (c) Changes in the approved project budget as required by the CCCJ *Fiscal Affairs Manual*.

7. **Fiscal Regulations.** The fiscal administration of grants is subject to all rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, and the like, prescribed by CCCJ or LEAA, and as amended from time to time, including those set forth in the CCCJ *Fiscal Affairs Manual*.

8. **Performance Bond.** All Subgrantees who are not units of city, county, or state governments are required to bond within 30 days after final execution of this grant award all individuals who will receive or disburse grant funds. The amount of the bond will be at least 50% of the total grant award.

9. **Utilization and Payment of Funds.** Subgrantee agrees to establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, the grant funds and the required non-federal expenditures, such disbursement and accounting procedures shall meet the requirements of the State of California to the federal government as specified in the Safe Streets Act and the CCCJ *Fiscal Affairs Manual*. Funds awarded are to be expended only for purposes and activities covered by this grant award.

Project funds will be made available by CCCJ on the basis of periodic requests and estimates of fund needs submitted by the Subgrantee. Grant funds which have been disallowed as a result of audit will be recovered through direct contact with the Subgrantee, right of off-set with the State Controller's Office, or through other appropriate legal means.

10. **Allowable Costs.** The allowability of costs incurred under this grant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Office of Management and Budget Circular No. A-87, or Office of Management and Budget Circular No. A-21 if Subgrantee is an educational institution, as interpreted and amplified in these Standard Grant Award Conditions and in the CCCJ *Fiscal Affairs Manual*. Costs will be allowed only for goods and services provided and utilized no later than the end of the period for liquidating obligations as provided in paragraph 5 above, including any written extensions thereof by CCCJ.

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Any expenditure of funds by the Subgrantee which exceeds the total cost estimate for any major budget category in this grant award by 15% or more of said total cost estimate, or by an amount of \$5,000, whichever is less, will be permitted only after written approval of CCCJ.

11. **Project Income.** All interest earned on grant funds must be accounted for and paid to CCCJ unless the Subgrantee is the State of California or an agency thereof. All Subgrantees must account for all other project income derived at any time, in whole or in part, from the use of grant funds or from the conduct of the grant project, including but not limited to sale of publications, royalties, registration fees, or service charges.

- A. Such other project income received by the Subgrantee prior to the termination of the grant period of this grant award, including any extensions thereof, shall:

- 1) be added to funds committed to the project by CCCJ and the Subgrantee and be used to further eligible program objectives; or
- 2) be deducted from the total project costs for the purpose of determining the net costs on which the federal share of costs will be based.

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- B. Such other income received by the Subgrantee after the end of the grant period of this grant award, including any extensions thereof, shall:

- 1) be used to further eligible project objectives if possible, even though federal funding for the project has terminated, or
- 2) to the extent such other income is not used to further eligible project objectives, and the federal share thereof exceeds \$200, be applied in such manner as may be agreed upon by the State of California and the Subgrantee, and in such event an appropriate representative of the State of California and of the Subgrantee shall meet and confer for the purpose of reaching such an agreement. In the absence of any other specific agreement between the State of California and the Subgrantee, any such amounts of project income shall be paid to the State of California. The federal share of all project income shall be computed on the same ratio as the federal share of the total project cost during the grant period of this grant award.

12. **Income from Other Sources.** All income from other sources received during the grant period, such as contributions, donations or funds from other grant programs, must be accounted for and reported to CCCJ. No other federal funds will be received or used for the portions of the project funded by CCCJ and the Subgrantee must so certify.

13. **Maintenance and Retention of Records.**

- A. Records shall be maintained in an orderly manner and shall be available for audit purposes to CCCJ, LEAA, or the Comptroller General of the United States or their authorized representatives. Subgrantees shall protect records adequately against fire or other damage.
- B. The Subgrantee shall retain such records as CCCJ shall reasonably require, in accordance with the CCCJ *Fiscal Affairs Manual* and such regulations as may be issued from time to time by CCCJ. Records must be retained for a period of at least three years. The retention period starts from the date of the submission of the final expenditure report. This three-year retention period is qualified as follows: 1) records for nonexpendable property acquired with grant funds shall be retained for three years after its final disposition; 2) when records are transferred to CCCJ, the three-year retention requirement is not applicable to the Subgrantee; 3) records must be retained beyond the three-year period if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily; if an audit is completed and the findings are resolved prior to the three-year period, records will be retained until the end of the three-year period. If the three-year period has passed and no audit has been initiated, the records will be retained in accordance with local law. If local law requires a longer period of record retention, access to the records will be allowed as set forth in subparagraph 13.A. above; 4) CCCJ or LEAA may request transfer of certain Subgrantee records to CCCJ or LEAA custody from the Subgrantee when it is determined that the records possess long-term retention value.

14. **Inspection and Audit.** The CCCJ, the LEAA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for purpose of audit and examination to any books, documents, papers and records of the Subgrantee, and to the relevant books and records of the Subgrantee's contractors, as provided in Section 521 of the Safe Streets Act. A provision to this effect will be included in all agreements or other arrangements for implementation of this project.

15. **Title to Property.** Title to property acquired in whole or in part with grant funds shall vest in the Subgrantee, subject to divestment at the option of CCCJ. Said option shall be exercised within 120 days after the end of the grant period or termination of the grant by giving written notice to the Subgrantee and in accordance with the provisions of the CCCJ *Fiscal Affairs Manual* and other regulations of CCCJ. Subgrantees shall exercise due care in the use, maintenance, protection and preservation of all such property during the period of project use.

16. **Copyrights and Rights in Data.** Where activities supported by this grant produce original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representations and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the CCCJ and the LEAA shall have the right to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If the material is subject to copyright, the Subgrantee may copyright such, but the CCCJ and the LEAA shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The Subgrantee shall include this condition in all contracts of employment, consultant's agreements, and contracts, which will be paid for in whole or in part out of grant funds made available by this grant award.

17. **Publications.** CCCJ and LEAA shall have the right to require the Subgrantee or its contractors not to publish, and the Subgrantee or its contractors thereupon shall refrain from publishing original books, manuals, films or other copyrightable material produced by activities supported by this grant award, whether copyrighted or not, that may be designated by either the CCCJ or the LEAA. Such right shall be exercised by addressing written notice to that effect to the project director and the Subgrantee, and to the contractor in the case of a publication notice from the contractor. Before publishing any materials produced by activities supported by this grant award, the Subgrantee or its contractor shall notify LEAA and CCCJ 60 days in advance of any such publication. If CCCJ and LEAA fail to exercise the right to prohibit publication as set forth above within 60 days of the receipt of the notice of intent to publish, the Subgrantee or the contractor may publish said material. The Subgrantee or its contractor shall furnish to CCCJ 20 copies of the materials so published. Any publication by the Subgrantee or its contractor shall include on the title page the following standard disclaimer: "The preparation of these materials was financially aided through a federal grant from the Law Enforcement Assistance Administration and the California Council on Criminal Justice under the Omnibus Crime Control and Safe Streets Act of 1968, as amended. The opinions, findings, and conclusions in this publication are those of the author and are not necessarily those of CCCJ or LEAA. CCCJ reserves a royalty free, non-exclusive, and irrevocable license to reproduce, publish and use these materials, and to authorize others to do so."

18. **Patents.** If any discovery or invention arises or is developed in the course of or as a result of work performed under this grant, the Subgrantee shall refer the discovery or invention to CCCJ. The Subgrantee hereby agrees that determinations of rights to inventions made under this grant shall be made by LEAA, or its duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the LEAA, or its duly authorized representative, shall be accepted as final. In addition, the Subgrantee agrees and otherwise recognizes that the CCCJ and the LEAA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this grant. The Subgrantee shall include this condition in all contracts of employment, consultant's agreements, and contracts, which will be paid for in whole or in part out of grant funds made available by this grant award. The Subgrantee in his final report shall identify any such discovery or invention or shall certify that there are no such inventions or discoveries.

19. **Assurance of Compliance with Civil Rights Laws.**

A. The Subgrantee hereby assures that it will comply and will insure compliance by its contractors with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the Department of Justice (28 CFR 42) and the LEAA thereunder issued pursuant to that title to the end that no person shall, on the grounds of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this grant award or under any project, program, or activity supported by this grant. The Subgrantee further will comply with and insure compliance by its contractors with Justice Department Equal Employment Regulation in federally assisted programs (28 CFR Part 42, Subpart D) to the end that employment discrimination in such

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programs on the grounds of race, color, creed, sex, or national origin shall be eliminated. As required by Section 518(b) of the Safe Streets Act, this grant condition shall not be interpreted to require the imposition on grant-supported projects of any percentage ratio, quota system or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency. The Subgrantee recognizes the right of the United States to seek judicial enforcement of the foregoing covenants against discrimination and will include a similar covenant in its contracts assuring the right of the United States to seek such judicial enforcement.

- B. If this grant award provides for payment to the Subgrantee in excess of \$10,000, the Subgrantee shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as supplemented. The Subgrantee shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of equal employment.
20. Government Not Obligated to Third Parties Other Than Subgrantees. The Subgrantee may procure from third parties materials, supplies, services, or equipment for the conduct of the grant project, provided that such procurement complies with the minimum procurement standards set forth in the CCCJ *Fiscal Affairs Manual* and applicable federal regulations when such procurement contracts are not contrary to law and do not violate any of the other conditions of this grant award. Neither LEAA nor CCCJ shall be obligated or liable to any party other than the Subgrantee and only in accordance with the terms and conditions of this grant award.

21. Third Party Contracts.

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- A. If the Subgrantee procures goods, services, or materials to perform any portion of this grant award, the Subgrantee shall enter into a written contract for such procurement (hereafter designated as a "third party contract"). Any contract entered into by the Subgrantee in connection with performance of this grant award shall provide that the Subgrantee will retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these grant conditions and all other requirements applicable to the Subgrantee in the conduct of the project.
- B. All third party contracts in an amount in excess of \$100,000 will not be considered an allowable cost item unless prior written approval is obtained from CCCJ for each of the following:
- 1) The request for proposal or other similar document constituting an invitation to bid, the bid conference and the bidder's oral presentation; or
 - 2) Negotiated bids or waiver of competitive bidding; and
 - 3) The written proposal submitted by the successful bidder; and
 - 4) The contract executed between the Subgrantee and the contractor.
- C. CCCJ will select, in a manner it shall determine, approximately 10% of the total number of all third party contracts in an amount in excess of \$10,000 but less than \$100,000, and the contracts so selected shall be subject to prior written approval of CCCJ as required in subparagraph B. of this paragraph for third-party contracts in an amount over \$100,000. A Subgrantee whose contract is selected as one of this group of contracts will be promptly notified in writing by CCCJ.
- D. All third party contracts to be executed by Subgrantees who are private agencies and which require payment in excess of \$10,000, must first obtain written approval from CCCJ of the proposal or other bid submitted by the successful bidder and of the contract executed between the Subgrantee and the contractor.
- E. Approval in advance by CCCJ of any third party contract is not intended to be, and will not constitute, a waiver of any other provision or right of CCCJ provided in this grant award.

22. Termination of Funds.

- A. This grant may be terminated, or funds recovered, or fund payments discontinued by CCCJ or LEAA where either finds a substantial failure to comply with the terms and conditions of this grant award, or of the Safe Streets Act and the regulations promulgated thereunder. Any such termination shall become effective after written notice to the Subgrantee and shall be subject to the applicable review procedures pursuant to Sections 303(7), 509, 510, or 511 of the Safe Streets Act.

B. If for any reason the Federal government terminates its grant to CCCJ or fails to pay the full amount of the grant award it has made to CCCJ, this grant award may be terminated or reduced in the discretion of CCCJ, provided, however, that no such reduction or termination shall apply to allowable costs already incurred by the Subgrantee to the extent that Federal grant funds are available to CCCJ for payment of such costs. No liability shall, in any event, be incurred by CCCJ or by the State of California under this grant award beyond monies available for the purposes thereof.

C. If, as a result of the conduct of the project pursuant to this grant award, CCCJ has made a final audit recovery demand for the return to it from the Subgrantee of any funds awarded by this grant, CCCJ may, in its sole discretion, refuse to execute subsequent grant awards to the Subgrantee, or terminate or discontinue fund payments under this or any other grant award from CCCJ to the Subgrantee until the demand is satisfied.

23. **Conflict of Interest.** No official or employee of a state or unit of local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for ruling or other determination, contract, grant, claim, controversy, or other particular matter in which LEAA funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as an officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest. Officials or employees of state or local units of government and non-government subgrantees shall avoid any action which might result in, or create the appearance of: 1) using his official position for private gain; 2) giving preferential treatment to any person; 3) losing complete independence or impartiality; 4) making an official decision outside official channels; or 5) affecting adversely the confidence of the public in the integrity of the government or of the program.

24. **Criminal Penalties.** The Safe Streets Act provides, in part, as follows: "Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals or covers up by trick, scheme or device, any material fact in any application for assistance submitted pursuant to this title or in any records required to be maintained pursuant to this title shall be subject to prosecution under the provisions of Section 1001, of Title 18, United States Code. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, United States Code."

25. **Public Availability of Information.** The Subgrantee and its contractors shall comply with the requirements of Sections 6250-6260 of the Government Code of the State of California and LEAA Guideline Manual M4100.1A relating to the availability to the public of identifiable records or other documents that are pertinent to the receipt or expenditure of grant funds and the availability of records of the votes of planning councils, including dissenting member's votes. The Subgrantee shall comply with the public accessibility to meetings requirement of LEAA Guideline Manual M4100.1A. The Subgrantee will include in any contract involving grant funds a condition requiring the contractor to comply with the requirements of this paragraph.

26. **Communications Equipment or Systems.** If the grant project involves communications equipment or systems, and there is a need for use of additional radio frequencies beyond those currently available to the Subgrantee, the Subgrantee assures CCCJ that such radio frequency support is feasible and the Subgrantee understands that the grant for acquisition of such equipment is conditioned on the Subgrantee actually securing or showing the availability of the needed frequency support.

27. **College and University Special Condition.** No part of the funds appropriated under this grant award shall be used to provide a loan, a grant, the salary of, or any remuneration whatever to any individual applying for admission, attending, employed by, teaching at or doing research at an institution of higher education who has engaged in conduct on or after August 1, 1969, which involves the use of force for the assistance of others in the use of force or the threat of force of the seizure of property under the control of an institution of higher education, to require or prevent the availability of certain curriculum, or to prevent the faculty, administrative officials or students in such institution from engaging in their duties or pursuing their studies at such institution.

28. **Technician and Equipment Pools.** If this grant award deals with any equipment or technicians similar in nature and function to those available in any pools of such equipment or technicians existing in the Department of Justice of the State of California, the Subgrantee agrees whenever possible to fully utilize any such pools.

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29. **Conditions Applicable to Part E Grants.** If any portion of the grant project is funded with Part E funds, the following conditions apply:

- A. The title and control of Part E funds and title to property may not be transferred to private agencies, profit-making or otherwise, even though these may be utilized in the implementation of Part E efforts including the purchase of services and Part E funds and property will not be diverted to other than correctional uses.
- B. Subgrantees of Part E funds assure that personnel standards and programs of the institutions and facilities will reflect advanced practices.
- C. To insure that Subgrantees are engaging in projects and programs to improve the recruiting, organization, training, and education of personnel employed in correctional activities, including those of probation, parole and rehabilitation, the following minimum requirement shall be met in Part E grants: (1) At least 80 hours recruit training, at entry into duty or during the first year of tenure, for both guards, correctional officers, probation and parole officers, and (2) At least 20 hours of in-service or refresher training per year for all such correctional personnel with more than one year of tenure.

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30. **Grants for Computerized Systems.** If any portion of this grant involves the establishment, maintenance or upgrading of a computerized system, the Subgrantee agrees:

- A. To ensure that adequate provisions are made for system security, the protection of individual privacy and the insurance of integrity and accuracy of data collection. Within 90 days of receipt of award, the Subgrantee shall submit to CCCJ its plan for insuring the security of information maintained in the system and assurances providing for consideration of the rights of privacy. The Project Search Technical Report No. 2 (Security and Privacy Considerations in Criminal History Information Systems) shall be used as a guide.
- B. To coordinate development of the program with any compatible multistate effort to secure the benefits of exchange of data and the use of standard reporting formats and definition, to enhance the benefits and potentials of its information systems facilities and provide needed interface with National Criminal Justice Information Systems.
- C. That all computer software produced under this grant will be made available to LEAA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration, of any manufacturer.
- D. To provide a complete copy of documentation to the applicable Regional Office (unless the Regional Administrator of that office has waived this requirement) and a complete copy to the Systems Development Division, Office of Criminal Justice Assistance, Law Enforcement Assistance Administration. Documentation will include but not be limited to System Description, operating instructions, User Instructions, Program Maintenance Instructions, input forms, file descriptions, report formats, program listings and flow charts for the system and programs.
- E. That whenever possible, all application programs will be written in ANS COBOL in order that they may be transferred readily to another authorized user. Where the nature of the task requires a scientific programming language, ANS FORTRAN may be used.
- F. To avail itself, to the maximum extent practicable, of computer software already produced and available without charge and to insure that reasonable effort is extended in this area, LEAA publications and Regional Systems Specialist should be consulted.

31. **Clean Air Act Violations.** In accordance with the provisions of the Clean Air Act, 42 U.S.C. 1857, et. seq., as amended by P.L. 91-604, and Executive Order 11602, the Subgrantee agrees contracts will not be made with parties convicted of any offense under the Clean Air Act.

32. **Use of Airplanes and Helicopters.** Airplanes and helicopters purchased in whole or in part with grant funds must be used for the purposes stated in this grant award and may not be used for non-law enforcement purposes by state or local officials.

33. Educational Support. The Subgrantee assures that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity funded in whole or in part in accordance with this grant award with the exception of the qualifications set forth in Title IX, Section 901(a) of P. L. 92-318.
34. Identification of Source of Material. All published material and written reports submitted under this grant award or in conjunction with contracts under this grant award must be originally developed material unless otherwise specifically provided in this grant award agreement. When material not originally developed is included in a report or other published material, the source of such material must be identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.
35. Notices. All written notices pursuant to this grant award shall be given by addressing the same as follows and depositing the same in the U.S. mail, postage prepaid:

Micro Fiched

Douglas R. Cunningham, Exec. Director
Office of Criminal Justice Planning
7171 Bowling Drive
Sacramento, California 95823

Subgrantee: To the Subgrantee named on the face sheet hereof at the address stated therein.

Project

Director: To the project director named on the face sheet hereof at the address stated therein unless written notice of any change therein has been received from the Subgrantee prior to the time said notice is to be given, in which event, said notice shall be sent in accordance with said written changes.

Nothing herein contained shall preclude the giving of any notice by personal service. The address to which notice shall be mailed as set forth above to either party may be changed by written notice given by such party in the manner set forth above.

36. Amendments. No alteration or variation of the terms of this grant award shall be valid unless made in writing and signed by CCCJ and the Subgrantee, and no oral understanding or agreement not incorporated herein shall be binding on either CCCJ or the Subgrantee.

1. Pursuant to the revision of Penal Code Sec. 1380 et seq. on October 1, 1973, the Office of Criminal Justice Planning (OCJP) was established. All references hereinabove to the California Council on Criminal Justice (CCCJ) contained in Attachments to Grant Awards, i.e., Applications, Contractual Provisions, Resolutions, etc., shall be considered as references to OCJP as of January 1, 1974.
2. Paragraph 4 of the Standard Grant Award Conditions is hereby amended to read as follows:
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- "4. Operation Reports. This grant award is made upon the express condition, in addition to all other terms and conditions contained herein, that the Subgrantee will submit promptly when due to OCJP the following reports:
 - (a) A quarterly report of the operation of the project for each three months of the project, including any extension of this award, beginning with the first month designated in the "Grant Period". Each such quarterly report will be filed on or before the tenth day after the end of each three-month period. If the period covered by the final quarterly report is less than three months, the final quarterly report will be filed by the Subgrantee on or before the tenth day after the end of said final period.
 - (b) Every quarterly report will discuss, in a separate section, the status of the procedures initiated to assure compliance with the Security and Privacy clause of the Crime Control Act of 1973 (42 U.S.C., Section 3771) where applicable.
 - (c) Each quarterly report will also set forth, in a separate section, the status of the equal employment program in terms of compliance with the LEAA Guidelines (28 CFR, Sections 42, 301 et seq.) where applicable.
 - (d) A final report on or before the 90th day after the completion of the project, including any extension of this grant award, covering the entire period of the project.
 - (e) Such additional reports in such form and containing such information as either OCJP or LEAA may reasonably require.

Each quarterly report and the final report will describe activities and accomplishments during the period covered by the report. Special attention will be given to project phases or stages which have been completed (e.g., initial planning state, completion of preliminary survey effort, purchases of required equipment, staging of pilot training programs, etc.). Any special reports, evaluation studies, publications or articles prepared as a result of the operation of the project during the quarter will be attached, and major administrative developments will be covered (changes in personnel, project design, etc.). Problem areas and critical observations as well as project success, will be mentioned and frankly discussed in all of the reports.

It is expressly understood and agreed that any funds otherwise due or payable to the subgrantee under this grant award will not be due or payable and this grant award may be terminated if any of the reports which the subgrantee is required to submit to OCJP under the terms and conditions of this grant award are not submitted to OCJP promptly when due, provided that any payment by OCJP to the Subgrantee after the Subgrantee has failed to file with OCJP any such required report when due shall not be considered as grounds for any waiver or estoppel against OCJP."

3. The following provisions are hereby added to the Grant Award Conditions:

Security and Privacy

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A. The Subgrantee agrees that except as provided by Federal law other than the Crime Control Act of 1973 (42 U.S.C., Sections 3701 et seq.), none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings.

B. Criminal history information:

(1) The term "criminal history information" includes records and related data, compiled by law enforcement agencies for purposes of identifying criminal offenders and alleged offenders and maintaining as to such persons summaries of arrest, the nature and disposition of criminal charges, sentencing, confinement, rehabilitation and release.

(2) If the Subgrantee utilizes "criminal history information", the Subgrantee shall comply with the following:

All criminal history information collected, stored, or disseminated shall contain, to the maximum extent feasible disposition as well as arrest data where arrest data is included therein. The collection, storage, and dissemination of such information shall take place under procedures reasonably designed to insure that all such information is kept current therein; the Subgrantee and any contractor or sub-contractor shall assure that the security and privacy of all information is adequately provided for and that such information shall only be used for law enforcement and criminal justice and other lawful purposes. In addition, an individual who believes that criminal history information concerning him contained in an automated system is inaccurate, incomplete, or maintained in violation of the Crime Control Act of 1973, shall upon satisfactory verification of his identity, be entitled to review such information and to obtain a copy of it for the purpose of challenge or correction.

ADDENDUM No. 2 July 10, 1975

Paragraph 17 of the Standard Grant Award Conditions, entitled "Publications", is deleted and the following "Publications" clause is substituted.

17. Publications. Before publishing any materials produced by activities supported by this Agreement, the Subgrantee or its contractor (the Micro Fiched contractor) shall notify OCJP 90 days in advance of any such intended publication and shall submit 20 copies of the materials to be published. Within 60 days after any such materials have been received by OCJP, OCJP shall submit to the Subgrantee its comments with respect to the materials intended to be published. The Subgrantee or its contractor shall determine, within 10 days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of OCJP and shall advise OCJP of its determination within 15 days after such comments have been received by the Subgrantee or its contractor. If the Subgrantee or its contractor determines not to incorporate any of the comments of OCJP into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- A. A credit reference reading as follows: "The preparation of these materials was financially assisted through a federal grant from the Law Enforcement Assistance Administration and the California Office of Criminal Justice Planning and under Title I of the Crime Control Act of 1973."
- B. A disclaimer statement reading as follows: "The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of OCJP or LEAA. OCJP and LEAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials, and to authorize others to do so. A copy of these materials may be obtained from OCJP or LEAA upon payment of the cost for reproducing the materials."
- C. The comments of OCJP in full, unabridged, and unedited.

If the Subgrantee or its contractor wishes to incorporate some or any of the comments of OCJP in the text of the materials, it shall revise the materials to be published and resubmit them to OCJP which shall prepare comments on the resubmitted data within 30 days after receipt thereof. Within 10 days after receipt of these comments, the Subgrantee or its contractor shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to OCJP and shall advise OCJP of this determination within 15 days after receipt of the comments of OCJP. Thereafter, the materials may be published or revised in accordance with the procedures set forth above for the publication of materials on which OCJP has submitted its comments to the Subgrantee or its contractor.

If OCJP has not submitted its comments on any materials submitted to it within 90 days after OCJP has received any such materials, the Subgrantee or its contractor may proceed to publish the materials in the form in which they have been submitted to OCJP but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

FILED

APR - 4 1978

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 78-116

By: *Barbara A. Paulsen*
Deputy

1 THIS AGREEMENT, made and entered into by and between the
2
3 COUNTY OF YOLO, a political subdivision of the State of California,
4 and BRYAN PATTERSON, doing business as HELVETIA PARK, hereinafter
5 referred to as PERMITTEE; and LUCKY and RUTH WILLIAMS, husband and
6 wife, hereinafter referred to as OWNERS,

7 WITNESSETH:

8 RECITALS:

- 9 1. On March 22, 1977, PERMITTEE filed an application for a use
10 permit to conduct commercial recreation facilities including moto-
11 cross motorcycle racing at Helvetia park, which is located on
12 approximately seventeen (17) acres of land at 2602 River Road, State
13 Highway 16, south of Elkhorn, in the A-1 Zone. **Micro Fiched**
14 2. On August 17, 1977, at a continued public hearing, the Yolo
15 County Planning Commission granted said use permit on several
16 conditions. Said conditions are incorporated in Yolo County Planning
17 Commission Resolution No. 8-17-77-18-D-10, attached hereto as Exhi-
18 bit "A" and incorporated herein by this reference.
19 3. One of the conditions imposed on said use permit was that the
20 PERMITTEE enter a contract with the COUNTY OF YOLO, designed to
21 implement the conditions of the use permit, and to agree that the
22 Planning Director of the COUNTY OF YOLO would have the authority to
23 issue a Cease and Desist Order against the PERMITTEE upon presenta-
24 tion of evidence indicating violation by the PERMITTEE or OWNERS of
25 any of the above referenced use permit conditions.
26 4. The purpose of this contract is to implement the conditions

1 imposed by said resolution granting the use permit.

2 AGREEMENTS:

3 1. In and for consideration of the covenants and conditions
4 herein contained, the Yolo County Board of Supervisors hereby agrees
5 to grant a use permit allowing motocross motorcycle racing as
6 requested in PERMITTEE use permit referenced in Exhibit "A", which
7 use would not be allowable but for the protections afforded by this
8 agreement. Specifically, the Board declares its intention that the
9 Cease and Desist authority agreed to in this contract is essential
10 because of the unique circumstances involved in this use permit
11 request, and that the number and enforcement complexity of the
12 conditions imposed on said use permit would be unenforceable but for
13 the provisions of this agreement.

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14 2. In and for consideration of the covenants and agreements
15 herein contained, the PERMITTEE and OWNERS agree and covenant as
16 follows:

17 A. The PERMITTEE and the OWNERS hereby further acknow-
18 ledge and agree that the use permit does not allow rodeos nor,
19 unless amended, overnight camping to be conducted on the site, and
20 agree to abide by said conditions, and strictly to comply with each
21 and every condition imposed upon this use permit by virtue of Yolo
22 County Planning Commission Resolution No. 8-17-77-D-10, incorporated
23 hereinabove as Exhibit "A".

24 B. The PERMITTEE and OWNERS hereby agree and covenant
25 that the Yolo County Planning Director shall, by virtue of this
26 agreement, and for the term of this agreement, have the authority to

1 issue to PERMITTEE and OWNERS a Cease and Desist Order prohibiting
2 motocross motorcycle racing to be conducted on the subject premises.

3 In the event that such a Cease and Desist Order is issued,
4 PERMITTEES and OWNERS agree immediately to abide by the instructions
5 contained within said Cease and Desist Order, and to cease and
6 desist from conducting any operations within the subject site which
7 are not in strict conformity with each and every condition imposed
8 by virtue of Exhibit "A".

9 C. The Planning Director shall issue such a Cease and Desist
10 Order only in the event that evidence is presented to him indicating
11 reasonable cause to believe that one or more than one of the
12 conditions imposed upon said use permit have been violated by either
13 PERMITTEE and/or OWNERS.

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14 D. In the event that such a Cease and Desist Order is issued,
15 the Planning Director shall immediately set a hearing at the Yolo
16 County Planning Commission for the purpose of considering evidence
17 as to whether or not a violation of one or more than one of said
18 conditions has, in fact, occurred. Notice of said hearing shall be
19 given to PERMITTEE and OWNERS in the manner hereinafter stated.
20 Notice of said hearing shall be given to other interested persons in
21 the mode and time determined by the Planning Director to be
22 appropriate.

23 E. In the event that the Planning Commission determines that a
24 violation of one or more than one of said conditions has, in fact,
25 occurred, it shall revoke said use permit in the mode and manner
26 prescribed for revocation by the Yolo County Code.

1 F. Between the time of issuance of the Cease and Desist Order
2 and the conclusion of a hearing upon a use permit revocation
3 conducted by the Planning Commission, PERMITTEE and OWNERS agree not
4 to conduct motocross motorcycle racing without the prior written
5 consent of the Planning Director first had and obtained, which
6 consent may be conditioned so as to insure compliance with the
7 conditions of the use permit, in the discretion of the Planning
8 Director.

9 3. Term. The term of this agreement shall be from the date of its
10 execution until July 6, 1978, unless the use permit for the
11 operation is sooner revoked or the operation is otherwise abandoned.

12 4. Sound Measurement. PERMITTEE and OWNERS hereby covenant,
13 agree, and undertake to control all motorcycle racing conducted on
14 the site so as not to exceed the following noise standards: **Micro Fiched**

15 A. That no motorcycle shall be allowed to be operated on
16 said site which motorcycle generates a noise level exceeding 105
17 db(A) measured twenty (20") inches from the tailpipe of said
18 motorcycle; and

19 B. That there shall be no race conducted after October 1,
20 1977, which generates a total peak noise level higher than 55 db(A)
21 measured from the residential property on the east side of the
22 Sacramento River which is closest to the race course measured on a
23 line of sight; and

24 C. The public address system shall not be operated except
25 between the hours of 9:00 A.M. and 7:00 P.M. on race days.

26 D. It shall be the applicant's responsibility to measure the

1 noise generated by each motorcycle as referenced in Subparagraph A.
2 hereinabove.

3 E. Upon receiving evidence which constitutes a reasonable
4 cause to believe that the noise level generated by motocross
5 motorcycle racing on the site exceeds 55 db(A) peak measured from
6 the nearest residential property, the Planning Director shall take
7 whatever steps he deems necessary to investigate the complaint, and
8 PERMITTEE and OWNERS agree to allow access to the site of the
9 Planning Director or his delegate to take whatever sound measure-
10 ments are necessary to investigate the complaint.

11 F. Any person adversely affected by the noise generated by the
12 Helvetia Park site may submit evidence tending to show reasonable
13 cause that these noise standards have been violated. Such evidence
14 may take the form of recorded readings from sound measuring devices
15 and/or equipment.

Micro Fiched

16 5. Notification of Action. PERMITTEE and OWNERS agree immediately
17 to notify COUNTY of the filing of any claim against PERMITTEE and
18 OWNER, COUNTY, or both, for injuries sustained within the demised
19 premises.

20 6. Notices. Any notice required by this contract to be given by
21 one party to another party shall be given by regular United States
22 mail, postage prepaid, addressed as follows:

23 County of Yolo
24 Attention: Robert A. Peterson
25 Planning Director
26 292 West Beamer Street
Woodland, CA 95695

Mr. Bryan Patterson, et al.
4756 Brookfield Drive
Sacramento, CA 95823 PERMITTEE

Ruth Williams
3236 Kentfield Drive
Sacramento, CA 958 - OWNERS

7. Covenants and Conditions. The parties hereto expressly agree that each term of this agreement shall be both a covenant and a condition.

8. Merger-Clause. The parties mutually agree and acknowledge that this written instrument contains the whole of their agreement, and shall not be modified except by written instrument signed by both parties.

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9. Waiver. One or more waivers by PERMITTEE and OWNERS of any covenant or condition of this agreement shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. COUNTY'S consent to or approval of any act by PERMITTEE and OWNERS requiring COUNTY'S consent or approval shall not be deemed to waive or render unnecessary COUNTY'S consent to or any subsequent similar act by PERMITTEE and OWNERS.

10. Construction. The marginal headings of the paragraphs of this agreement are not a part of this agreement and shall have no effect upon the construction or interpretation of any part of this agreement.

11. Binding on Successors. Each term and condition of this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of COUNTY and PERMITTEE and OWNERS.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement as of the day and year hereinabove set forth.
3

4 COUNTY OF YOLO, a political subdivision
5 of the State of California

6 Arthur H. Edwards
7 CHAIRMAN OF THE BOARD OF SUPERVISORS
8 COUNTY OF YOLO, STATE OF CALIFORNIA
9 4-4-78

10 HELVETIA PARK

11 By: Bryan Patterson
12 BRYAN PATTERSON, PERMITTEE, D.B.A.
13 HELVETIA PARK

14 By: Lucky Williams Micro Fiched
15 LUCKY WILLIAMS, OWNER

16 By: Ruth Williams
17 RUTH WILLIAMS, OWNER
18
19
20
21
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23
24
25
26

By: *Pauline Polgier*

WHEREAS, on March 22, 1977 Bryan Patterson filed an application on property owned by Ruth Williams and the University of California for a use permit to allow commercial recreation facilities and motocross motorcycle racing at Helvetia Park located on approximately 17 acres of land at 2602 River Road, State Highway 16, south of Elkhorn, in the Agricultural General (A-1) Zone, being more particularly described in the attached legal description; and

WHEREAS, notice of public hearing was given in accordance with Title 7 of the Government Code and Yolo County Ordinance No. 488; and

WHEREAS, said public hearing was held by the Yolo County Board of Zoning Adjustment in the Yolo County Planning Commission Meeting Room, 292 West Beamer Street, Woodland, California, at 10:30 A.M. on June 15, 1977, which hearing was continued to July 20, 1977 and August 17, 1977; and

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WHEREAS, due consideration was given to all testimony given at said hearings in regard to the requested use permit; and finding that the environmental impact report indicates significant effects from the proposed project with various means to avoid and mitigate them, and certifying the completion of the final EIR as required by the California Environmental Quality Act and Guidelines on that basis;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Zoning Adjustment does hereby approve the requested use permit subject to the following conditions:

Sanitary facilities:

That facilities shall be maintained in accordance with County Health Department regulations. If additional facilities are needed, they shall be provided. If food is to be sold, the facilities must comply with regulations governing food establishments. The swimming pool shall not be used until it meets the Health Department's regulations. After it has been approved for use by the Health Department, a lifeguard must be on duty.

Circulation and access:

1. That no parking is to be allowed on State Route 16 or the access road.
2. That an emergency access road shall be provided to the satisfaction of the Fire District, the Sheriff's Department, and California Highway Patrol.

3. That a state standard road connection shall be built connecting the access road with State Route 16 to the satisfaction of the State Department of Transportation. Easements shall be obtained when necessary from Reclamation District 536, the Corps of Engineers, CalTrans, and the State Reclamation Board.
4. That parking arrangements including layout and traffic circulation patterns shall be provided to the satisfaction and approval of the Planning Department. Approximately 125 cars can be parked on 1 acre of land. This figure includes driveways and the parking stall.
5. That applicant remove brush growing adjacent to the road to increase visibility.

Safety:

1. That fire protection facilities shall be provided to the satisfaction of the Elkhorn Fire District.
2. That adequate insurance shall be provided. The County shall be named as one of the parties on the insurance. **Micro Fiched**
3. That protected areas shall be provided for spectators. Such areas shall be designated by clearly visible signs. Protective barriers shall be placed between the race course and the spectators. These barriers shall be provided to the satisfaction of the Planning Department. Designated spectator areas shall be placed so that spectators do not cross the race course. Spectators shall be restricted to designated areas for viewing the race.
4. That standard safety equipment shall be worn by all participants.
5. That an ambulance shall be employed during any motorcycle activities.

Urban Encroachment on agricultural lands:

1. That no overnight camping shall be permitted at Helvetia Park.
2. That motocross racing shall be permitted a total of two Sundays per month, plus holidays. A copy of schedules and all advertisements shall be submitted to the Planning Department.
3. That no race preparation or racing or warm-ups shall occur earlier than 9:00 A.M. nor later than 7:00 P.M. on the designated race days.
4. That no trespassing on adjacent agricultural lands shall occur. It will be the responsibility of the operator to police the events.

Air Pollution:

1. That watering and the addition of soil amendments for dust control shall be done as frequently as possible.
2. That no open burning for maintenance of the facility is allowed.
3. That applicant schedule no racing events during the two week pollination period in the event corn is planted in the vicinity.
4. That additional trees and shrubs could be planted thereby increasing the replenishment of oxygen in the air.

Renewable and Non-Renewable Resources:

That the Commission determined that this proposal provided overriding socio-cultural and socio-economic concerns regarding the impacts on renewable and non-renewable resources. This was based on the testimony given by participants in the racing.

Noise:

1. That the number of race days and hours of operation are limited as indicated previously.
2. That the noise level generated by each motorcycle at half throttle shall not exceed 105dB(A) at 20 inches from tailpipe, or
3. That there shall be no race conducted after October 1, 1977 which generates a peak noise level higher than 55dB(A) as measured from residential property on the east side of the river. A higher peak noise level would be considered in violation of the use permit, and constitute grounds for a revocation hearing. The techniques for measurement of the peak noise level will be explained in the contract. Silencers would reduce the noise level as required.
4. That the public address system shall only be used between the hours of 9:00 A.M. and 7:00 P.M.

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BE IT ALSO RESOLVED, that a contract will be signed implementing all these conditions, subject contract to be presented for the approval of the Planning Commission, and said contract to give the Planning Director the authority to issue a cease and desist order on presentation of evidence indicating violation of any one of the above listed conditions, any one violation to constitute a breach of contract; and that the use permit be reviewed and consideration of any proposed amendments to the above listed conditions be scheduled for public hearing at the Yolo County Planning Commission meeting of July 6, 1978.

FILED

RECEIVED

CONTRACT OF

SEP - 9 1981

SEP - 9 1981

County of Yolo

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Pete E. Lucas
DEPUTY

CLERK OF THE
BOARD OF SUPERVISORS

WITH THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM
FOR MAKING AN ACTUARIAL VALUATION AS STATED HEREIN

Micro Fiched

By this AGREEMENT made this 4th day of April, 1978, in accordance with and subject to the provisions of the Public Employees' Retirement Law by and between the Governing Body of the above Public Agency, hereinafter referred to as Agency, and the Public Employees' Retirement System, hereinafter referred to as System, Agency and System agree as follows:

- A. Agency herewith retains the services of System to perform the valuation(s) required by Section 20461.1 of the Public Employees' Retirement Law for the purpose of determination by the Board of Administration of the Public Employees' Retirement System of the contributions to be made by Agency under Agency's contract with said Board if the benefits under said contract are supplemented by a combination of benefits shown as one of the vertical columns on attached Exhibit A. The fee for each combination of new benefits is shown at the bottom of the respective column.
- B. Agency will pay \$ 571.00 to System upon completion of the actuarial valuation, such fee being based on the number of employees (both active and those leaving contributions on deposit) included in the valuation and the membership categories and different combinations of new benefits involved.
- C. Any and all data and information requested by System from Agency for use in compilation of this valuation shall be furnished to System by Agency upon request by System. The actuarial tables and procedures to be used in the valuation shall be in accordance with the tables approved by said Board of Administration. System shall have sole control of the valuation and its judgment in the determination thereof shall be final and conclusive. All work sheets and final results and reports, the product of the valuation, shall be and remain the property of the System.

Witness our hands the day and year first above written.

PUBLIC EMPLOYEES' RETIREMENT SYSTEM

COUNTY OF YOLO

BY Carl J. Bleckinger
Carl J. Bleckinger, Executive Officer

BY Charles R. Mack
CHAIRMAN, BOARD OF SUPERVISORS,
TITLE COUNTY OF YOLO, STATE OF CALIFORNIA

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Charles R. Mack
DEPUTY COUNTY COUNSEL

Miscellaneous Members

1. 2% @ 55 (Full)
(Section 21252.6)
2. 2% @ 55 (Modified)
(Section 21252.6)
3. 2% @ 50 (Full)
(Section 21252.01)
4. 2% @ 50 (Modified)
(Sections 21252.01 & 21252.45)
5. Miscellaneous: 2% @ 60 _____ (Section 21252.12)

1. One year final compensation
(Section 20024.2)
2. Unused sick leave credit (0.250% increase
in miscellaneous and/or safety rate)
(Section 20862.8)
3. Military service credit (1.000% increase
in miscellaneous rate and 2.000% increase
in safety rate)
(Section 20930.3)
4. Industrial disability retirement for miscel-
laneous (1.000% increase in misc. rate)
(Section 21022.1)
5. Post-retirement survivor benefit
(Sections 21263 & 21263.1)
6. Non-industrial disability retirement allow-
ances up to 50% of final compensation
(Section 21298)
7. 1959 Survivor benefit (1.000% increase in
miscellaneous rate and 0.500% increase in
safety rate)
(Sections 21380 through 21388)
8. 25% increase in 1959 Survivor benefit
(Section 21382.2 pursuant to 21390)
9. Other(s): Section 21222.85 - 1 time 3%-15%
increase to pre-1-1-74 retirees
Section 21222.86 - 1 time 1%-7% increase
to pre-7-1-74 retirees

Micro Fiched

X

X

\$ 250

\$ 100

5

Date: March 23, 1978

EXHIBIT A

Safety Members

PROPOSED BENEFIT FORMULA

1. 2% @ 55 (Full)
(Section 21252.6)
2. 2% @ 55 (Modified)
(Section 21252.6)
3. 2% @ 50 (Full)
(Section 21252.01)
4. 2% @ 50 (Modified)
(Sections 21252.01 & 21252.45)
5. Miscellaneous: 2% @ 60 _____ (Section 21252.13)

PROPOSED OPTIONAL BENEFIT(S)

1. One year final compensation
(Section 20024.2)
2. Unused sick leave credit (0.250% increase
in miscellaneous and/or safety rate)
(Section 20862.8)
3. Military service credit (1.000% increase
in miscellaneous rate and 2.000% increase
in safety rate)
(Section 20930.3)
4. Industrial disability retirement for miscel-
laneous (1.000% increase in misc. rate)
(Section 21022.1)
5. Post-retirement survivor benefit
(Sections 21263 & 21263.1)
6. Non-industrial disability retirement allow-
ances up to 50% of final compensation
(Section 21298)
7. 1959 Survivor benefit (1.000% increase in
miscellaneous rate and 0.500% increase in
safety rate)
(Sections 21380 through 21388)
8. 25% increase in 1959 Survivor benefit
(Section 21382.2 pursuant to 21390)
9. Other(s): Section 21222.85 - 1 time 3%-15%
increase to pre-1-1-74 retirees
Section 21222.86 - 1 time 1%-7% increase
to pre-1-1-74 retirees

Micro Filled

X

X

FEE (per column)
TOTAL FEE \$ 221.00

\$ 121

\$ 100

\$ _____

1 to be worn during the performance of his duties under
2 this agreement.

3 D. To perform such other duties as may be necessary to
4 maintain a proper recreation area.

5 E. Collect fees as specified by the Board of Supervisors.

6 F. Provide for deposit of fees.

7 G. To provide and maintain at his own expense a horse to
8 patrol that portion of park not accessible by automo-
9 bile.

10 H. To defend, indemnify, and hold COUNTY harmless for all
11 claims, liability, or loss resulting from CONTRACTOR'S
12 care, ownership, maintenance, or use of said horse on
13 COUNTY'S property.

14 2. COUNTY Agrees:

Micro Fiched

15 A. To pay to CONTRACTOR the sum of \$500 per month during
16 the term of the agreement conditioned upon the CON-
17 TRACTOR'S submitting a proper claim as may be required
18 by the County Auditor-Controller.

19 B. To provide CONTRACTOR with a pickup truck to be used
20 exclusively by CONTRACTOR in the carrying out of his
21 duties under this agreement.

22 C. To provide necessary gasoline, oil, and vehicular
23 maintenance through its County Yard located at Woodland
24 or Esparto, California.

25 D. To provide suitable housing including utilities for
26 caretaker.

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2 this agreement.

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Micro Fiched

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20 exclusively by CONTRACTOR in the carrying out of his
21 duties under this agreement.

22 C. To provide necessary gasoline, oil, and vehicular
23 maintenance through its County Yard located at Woodland
24 or Esparto, California.

25 D. To provide suitable housing including utilities for
26 caretaker.

1 3. This agreement is not assignable by CONTRACTOR in whole or
2 in part without the written consent of COUNTY first had and
3 obtained, and any such assignment without written consent
4 of the COUNTY first had and obtained shall be null and
5 void.

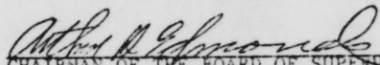
6 4. The parties hereto agree that CONTRACTOR, in the perfor-
7 mance of this agreement, shall act in an independent
8 capacity and not as an officer or employee of COUNTY.

9 5. The term of this agreement shall commence on the 1st day
10 of April, 1978, and shall terminate on the 30th day of
11 June, 1979. This agreement may be terminated by either
12 party hereto by a thirty (30) day written notice of
13 intention to terminate said agreement.

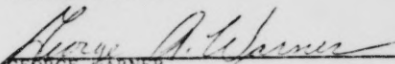
Micro Fiched

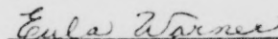
14 IN WITNESS WHEREOF, the parties hereto have executed this
15 agreement as of the day and year hereinabove set forth.

16 COUNTY OF YOLO, a political subdivision
17 of the State of California

18 
19 CHAIRMAN OF THE BOARD OF SUPERVISORS
20 4-6-78

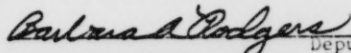
21 CONTRACTORS:

22 
23 GEORGE WARNER

24 
25 EULA WARNER

26 ATTEST:

LAURENCE P. HENIGAN, CLERK

By:  Deputy

(SEAL)

FILED

APR - 6 1978

LAURENCE P. HENIGAN, Clerk

By *Edmund G. Jones*
Deputy

AGREEMENT NO. 78- 119

THIS AGREEMENT, made and entered into this 21 day of
March 1978, by and between RECLAMATION DISTRICT NO. 108, a
reclamation district, hereinafter referred to as DISTRICT, and the
COUNTY OF YOLO, a political subdivision of the State of California,
hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, a controversy exists between the parties hereto with
reference to the property hereinafter described, under and by virtue
of the Revenue & Taxation Code of the State of California (Chapter
9, Part 6, Division 1), Subsection 3900 through 3913) and concerning
the payment by DISTRICT of certain rentals on property owned by it
in lieu of taxes; and

Micro Fiched

WHEREAS, the parties hereto desire to compromise and fully
settle, satisfy, and adjust said controversy in the manner hereafter
set forth, and to amend and modify agreements covering said subject
matter between the parties hereto dated the 16th day of February,
1953; February 10, 1961; April 9, 1965; April 8, 1966; January 21,
1972; April 16, 1973; March 25, 1974; April 11, 1975; and April 13,
1977.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. On April 15, 1978, DISTRICT will pay to COUNTY ONE HUNDRED
EIGHTY-NINE THOUSAND TWO HUNDRED EIGHTY FIVE AND 99/100 (\$189,285.-
99) DOLLARS out of rentals derived by it from property owned by said
DISTRICT situate, lying and being in the County of Yolo, State of
California, and known as Tract No. 6 on the Rolls of Assessment No.

1 5 of said DISTRICT, said tract containing approximately 8,100.82
2 acres of land, more or less.

3 2. On the 15th day of April of each and every calendar year
4 thereafter, DISTRICT will pay to said COUNTY out of the rentals
5 derived from said property, the amount derived from the Assessed
6 Values times the Tax Rate of the code areas in which Reclamation
7 District No. 108 is located so long as it continues to own the whole
8 of said property. The amount as derived by COUNTY shall be
9 communicated to DISTRICT on or before the first day of March
10 preceding the date of payment. In the event that DISTRICT sells or
11 otherwise disposes of said property, the obligation of DISTRICT
12 hereunder will fully terminate. In the event DISTRICT sells or
13 ceases to own any part of said property, the payment to be made
14 thereon shall be reduced in proportion to the acreage sold or
15 otherwise disposed of. For the purpose of ascertaining the payments
16 due, however, the status of the ownership of said property shall be
17 determined as of April 15th in each calendar year. **Micro Fiched**

18 3. It is expressly agreed that upon payment of the sums of
19 money herein stipulated to be paid, said DISTRICT shall be released
20 and discharged of any and all obligation arising directly or
21 indirectly under the Revenue and Taxation Code of the State of
22 California, or any other obligation to pay money in lieu of taxes
23 for the next succeeding fiscal year. The amount paid by DISTRICT on
24 April 15th of each year shall be deemed equivalent to taxes levied
25 by COUNTY on similar parcels similarly situated within the COUNTY in
26 the same manner as provided in the Revenue and Taxation Code for

1 secured property tax payments in accordance with Water Code Section
2 51681 and shall be applicable to the fiscal year commencing on the
3 first day of July following the date of such payments.

4 4. The obligation of DISTRICT hereunder is to make payments
5 only out of rentals from said property and cannot in any event
6 exceed the amount of rentals received by said DISTRICT.

7 5. Either party shall have the right to abrogate and termin-
8 ate this contract after the payment of April, 1978 by giving written
9 notice to the other thirty (30) days prior to April 15th of each
10 year.

11 6. This agreement shall abrogate and supersede the agreements
12 between the same parties covering this subject matter dated February
13 16, 1953; February 10, 1961; April 9, 1965; April 8, 1966; January
14 21, 1972; April 16, 1973; March 25, 1974; April 11, 1975; and April
15 13, 1977.

Micro Fiched

16 7. This agreement is subject to any changes in the state law
17 which may be made subsequent to the date of the payment required
18 herein and applicable to the year for which such payment has been
19 made and appropriate adjustment or refund shall be made as may be
20 required to comply with such changes.

21 / / /

22 / / /

23 / / /

24 / / /

25 / / /

26 / / /

1 IN WITNESS WHEREOF, the parties hereto, under and pursuant to
2 the authority of their governing bodies, have caused these presents
3 to be executed by their officers hereunto duly authorized.

4
5 By: Emery Ponder

6 By: Gary W. Driver

7
8 By: Harry C. Helwig

9 ATTEST:

10 [Signature]
11 Secretary

12
13 Micro Fiched

14
15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17 [Signature]
18 CHAIRMAN OF THE BOARD OF SUPERVISORS
19 COUNTY OF YOLO, STATE OF CALIFORNIA
20 4-6-78

21 ATTEST:

22 LAURENCE P. HENIGAN, CLERK

23 [Signature]
24 Deputy

25 (SEAL)

STANDARD AGREEMENT —
STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

APPROVED BY THE
ATTORNEY GENERAL
YOLO COUNTY AGREEMENT NO. 78-120

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐

THIS AGREEMENT, made and entered into this 20 day of March, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY State of California-Department of Aging	NUMBER 57783191
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hereafter called the State, and
Economic Opportunity Commission of Yolo County, Inc.

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WITNESSETH

Clause 24 of the contract which reads "Contractor, within sixty (60) days after termination or after the ending date of this Agreement as provided in paragraph 4, whichever is earlier, shall provide the State with an audit which has been performed by a Public Accountant or Certified Public Accountant and which meets project audit standards specified by the State. Where Contractor is a public entity, the audit required herein may be performed by the Contractor's Chief Auditor or equivalent officer" is deleted and the following clause which reads "The State Department of Finance will perform the required audit on this Contract for the State. Such audit will be performed at a mutually agreed date among the State, Contractor and the Department of Finance" is substituted therefore.

All other terms and provisions of this contract remain unchanged.

Micro Fiched

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
TITLE		TITLE CHAIRMAN, BOARD OF SUPPLY	
		ADDRESS COUNTY OF YOLO, STATE OF	
CONTINUED ON _____ SHEETS EACH BEARING NAME OF CONTRACTOR:			
Department of General Services Use ONLY	AMOUNT ENCUMBERED	APPROPRIATION	
	\$ - 0 -	Title VII Grant	
	UNENCUMBERED BALANCE	ITEM	FUND
		CHAPTER	Special Deposit
	ADD. INCREASING ENCUMBRANCE	FUNCTION	STATUTES
		Contractual Service	FISCAL YEAR
	ADD. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	1978
I hereby certify that my own personal knowledge that budgeted funds are available for the actual and purpose of the expenditure stated above.		T.B.A. NO.	S.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	
I hereby certify that the conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.		3-21-78	
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY		DATE	

RECEIVED

MAY 22 1978

LAURENCE P. HENIGAN, Clerk

By: Deputy

YOL COUNTY AGREEMENT NO. 7-121

EQUIPMENT AND OPERATION AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of April, 1978,
and between the State Department of Navigation and Ocean Development and
the County of Yolo.

THE FOLLOWING TERMS are defined and hereinafter referred to as follows;

DEPARTMENT - The State of California acting by and through the Department
of Navigation and Ocean Development.

COUNTY - The County of Yolo.

FEDERAL FUNDS - Those funds appropriated by the Federal Government under
the Federal Boat Safety Act of 1971.

Micro Fiched

COUNTY FUNDS - Any funds appropriated for, or otherwise provided by
County for the operation and maintenance of patrol boat.

TERM OF OPERATION - That period of time commencing on the date first
herein appearing and terminating five (5) years thereafter.

PATROL BOAT - Patrol boat and related equipment for use in boating
safety and enforcement.

W I T N E S S E T H

WHEREAS, by AGREEMENT dated May 29, 1973 DEPARTMENT granted
FEDERAL FUNDS to COUNTY for purchase of PATROL BOAT ; and

WHEREAS, said AGREEMENT has now terminated; and

WHEREAS, COUNTY and DEPARTMENT wish to reenter into a similar AGREEMENT
to provide for the operation and maintenance of PATROL BOAT;

NOW, THEREFORE, in consideration of the mutual promises and covenants
herein contained, the parties hereto hereby agree as follows

1. During TERM OF OPERATION, COUNTY shall, with funds available COUNTY
operate and maintain PATROL BOAT,

FILED

MAY 22 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara H. Rodgers*
DEPUTY

1 or cause to be operated and maintained, and DEPARTMENT shall not be held
2 liable for the cost of said operation and maintenance, except as otherwise
3 specified herein. Such maintenance shall include, but not be limited to,
4 keeping PATROL BOAT
5 in good repair.

6 2. During TERM OF OPERATION, COUNTY shall keep complete and accurate
7 records of all expenditures pertaining to the purchase of additional equipment,
8 operation, and maintenance of PATROL BOAT
9 and said records shall, at all reasonable times, be open and available for
10 inspection and audit by any duly authorized official of DEPARTMENT.

11 3. COUNTY shall patrol an average of twenty (20) hours
12 per week.

Micro Fiched

13 4. COUNTY agrees to replace, at COUNTY expense, the PATROL BOAT
14 if destroyed or rendered useless by any casualty,
15 including, but not limited to, fire, theft, acts of vandalism, or other
16 disaster, whether enumerated here or not, during the TERM OF OPERATION.

17 5. COUNTY hereby certifies that the obligations created by this AGREEMENT
18 do not violate the provisions of Sections 1090 to 1096 of the Government
19 Code.

20 6. The parties hereto agree that COUNTY and any of its agents and
21 employees in the performance of this AGREEMENT shall act in an independent
22 capacity, and not as officers or employees or agents of DEPARTMENT.

23 7. COUNTY shall, insofar as allowable by law, indemnify, hold harmless,
24 and defend DEPARTMENT and the State of California, officers, agents, and
25 employees of either of them against any and all claims, demands, costs,
26 expenses, or liabilities arising out of the acquisition, operation, and
27 maintenance of PATROL BOAT,

1 except for liability arising out of the sole negligence of DEPARTMENT, its
2 officers, agents, or employees, and for which DEPARTMENT is otherwise
3 responsible.

4 8. COUNTY hereby waives all claims and recourse against the DEPARTMENT,
5 including the right to contribution for loss or damage to persons or property
6 arising from, growing out of, or in any way connected with or incident to
7 the operation and maintenance of PATROL BOAT
8 except claims arising from the sole negligence of DEPARTMENT, its officers,
9 agents, or employees, and for which DEPARTMENT is otherwise legally
10 responsible.

Micro Fiched

11 9. In the event DEPARTMENT and/or the State of California is named as
12 codefendant in any legal action concerning operation and maintenance of
13 PATROL BOAT, COUNTY shall
14 notify DEPARTMENT of such fact, and shall defend DEPARTMENT in such legal
15 action, unless DEPARTMENT undertakes to represent itself, in which event
16 DEPARTMENT shall bear its own litigation costs, expenses, and attorney's
17 fees.

18 10. During TERM OF OPERATION, this AGREEMENT shall not, nor shall any
19 interest herein or hereunder be assigned, mortgaged, hypothecated, or trans-
20 ferred, either by COUNTY or by operation of law, without prior written
21 approval of DEPARTMENT.

22 11. During TERM OF OPERATION, this AGREEMENT, at the option of DEPARTMENT,
23 may be terminated by DEPARTMENT for the material breach by COUNTY of any
24 of the terms herein. Such termination shall become effective NINETY (90)
25 days following date of written notification by DEPARTMENT to COUNTY as
26 provided in paragraph 18 herein.

27 12. During TERM OF OPERATION, this AGREEMENT, at the option of DEPARTMENT,

1 may be terminated immediately if the legislative body of COUNTY fails
2 to appropriate funds necessary for compliance with terms of this contract.
3 13. During TERM OF OPERATION, this AGREEMENT, at the option of COUNTY
4 may be terminated by COUNTY for the material breach by DEPARTMENT of any
5 of the terms of this AGREEMENT, or for any acts or omissions by DEPARTMENT,
6 or occurrences beyond the control of COUNTY which render it impossible
7 for COUNTY to comply with the terms and provisions of this AGREEMENT. Such
8 termination shall become effective NINETY (90) days following date of written
9 notification by COUNTY to DEPARTMENT, as provided in paragraph 18 herein.
10 14. During TERM OF OPERATION, this AGREEMENT may be terminated immediately
11 by mutual consent by both COUNTY and DEPARTMENT. Micro Fiched
12 15. In the event of termination for any reason, ownership of said
13 PATROL BOAT shall revert to DEPARTMENT,
14 and COUNTY agrees to execute any documents necessary to effect appropriate
15 changes in pertinent public records. The said right of termination and/or
16 the revision of title is hereby declared to be in addition to, and not in
17 lieu of, any other remedies for breach of this AGREEMENT which State may
18 have.
19 16. The acquisition, use, and disposition of all equipment purchased with
20 Federal monies will be subject to Federal Management Circular 74-7, Attach-
21 ments N and O, and are herein made a part of this AGREEMENT.
22 17. All disposition of equipment purchased with Federal monies shall be in
23 accordance with procedures provided by DEPARTMENT.
24 18. In the event either party desires or is required to send notice to the
25 other, such notice shall be deemed to have been given when mailed to the
26 address set out below, or at such other address as may, from time to time,
27 be designated in writing by the parties, with first class postage fully
28 prepaid thereon.

1 TO DEPARTMENT:

Department of Navigation and
Ocean Development
1416 Ninth Street, Room 1336
Sacramento, California 95814

2
3
4 TO James W. Cameron, Sheriff
Yolo County
Post Office Box 179
Woodland, California 95695

Micro Fiched

7 IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as
8 of the date first hereinabove appearing.

9
10 STATE OF CALIFORNIA
Department of Navigation
11 and Ocean Development

County of Yolo

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

12
13 By Marguerite Mureaux

14
15 APPROVED:

16 DEPARTMENT OF GENERAL SERVICES.

17
18 By _____

Approved on the Part

Dated _____

County Counsel of Yolo County

19
20 I hereby certify that all conditions for exemption set forth in State
21 Administrative Manual Section 1209 have been complied with, and this document
22 is exempt from review or approval by the Department of Finance.

23
24
25
26
27

FORM	POLICY	BUDGET
Department of General Services		
APPROVED		
MAY 11 1973		
BY	ORIGINAL SIGNED BY THOMAS H. CLAYTON	
	Asst. Chief Counsel	

Marguerite Mureaux
Director

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TO DEPARTMENT: Department of Navigation and
Ocean Development
1416 Ninth Street, Room 1336
Sacramento, California 95814

TO James W. Cameron, Sheriff
Yolo County
Post Office Box 179
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as
of the date first hereinabove appearing.

STATE OF CALIFORNIA
Department of Navigation
and Ocean Development

County of Yolo
[Signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

By *[Signature]*

APPROVED:
DEPARTMENT OF GENERAL SERVICES.

Approved as to Form
Dated *[Signature]*
County Counsel of Yolo County

By _____

I hereby certify that all conditions for exemption set forth in State

DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT

CONTRACT # 7-33-125-31 with COUNTY OF YOLO

APPROPRIATION DATA CU 213/77, Item 213 F.Y. 1977 78

FUND BARBERS AND WATERCRAFT REVOLVING

Line Item Allotment OPERATION & MAINTENANCE OF PATROL BOAT

Amount of this estimate \$ -0-
Unencumbered Balance after posting this estimate \$ _____

I certify upon my own personal knowledge that budgeted funds are available
for the period and purpose of the expenditure stated above.
Refer to Contract # 7-33-125-31

2/28/73
Date

[Signature]
Accounting Officer

PROPERTY MANAGEMENT STANDARDS

1. This attachment prescribes uniform standards governing the utilization and disposition of property furnished by the Federal Government or acquired in whole or in part with Federal funds by State and local governments. Federal grantor agencies shall require State and local governments to observe these standards under grants from the Federal Government and shall not impose additional requirements unless specifically required by Federal law. The grantees shall be authorized to use their own property management standards and procedures as long as the provisions of this attachment are included.

Micro Fiched

2. The following definitions apply for the purpose of this attachment:

a. Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

b. Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.

c. Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.

d. Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.

e. Excess property. Excess property means property under the control of any Federal agency which, as determined by the head thereof, is no longer required for its needs.

September 13, 1964

3. Each Federal grantor agency shall prescribe requirements for grantees concerning the use of real property funded partly or wholly by the Federal Government. Unless otherwise provided by statute, such requirements, as a minimum, shall contain the following:

a. The grantee shall use the real property for the authorized purpose of the original grant as long as needed.

b. The grantee shall obtain approval by the grantor agency for the use of the real property in other projects when the grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs, or programs that have purposes consistent with those authorized for support by the grantor.

Micro Fiched

c. When the real property is no longer needed as provided in a. and b., above, the grantee shall return all real property furnished or purchased wholly with Federal grant funds to the control of the Federal grantor agency. In the case of property purchased in part with Federal grant funds, the grantee may be permitted to take title to the Federal interest therein upon compensating the Federal Government for its fair share of the property. The Federal share of the property shall be the amount computed by applying the percentage of the Federal participation in the total cost of the grant program for which the property was acquired to the current fair market value of the property.

4. Standards and procedures governing ownership, use, and disposition of nonexpendable personal property furnished by the Federal Government or acquired with Federal funds are set forth below:

a. Nonexpendable personal property acquired with Federal funds. When nonexpendable personal property is acquired by a grantee wholly or in part with Federal funds, title will not be taken by the Federal Government except as provided in paragraph 4a(4), but shall be vested in the grantee subject to the following restrictions on use and disposition of the property:

(1) The grantee shall retain the property acquired with Federal funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by Federal funds. When there is no longer a need for the property to accomplish the purpose of the grant program, the grantee shall

use the property in connection with other Federal grants it has received in the following order of priority:

(a) Other grants of the same Federal grantor agency needing the property.

(b) Grants of other Federal agencies needing the property.

(2) When the grantee no longer has need for the property in any of its Federal grant programs, the property may be used for its own official activities in accordance with the following standards:

(a) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The grantee may use the property for its own official activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

Micro Fiches

(b) All other nonexpendable property. The grantee may retain the property for its own use provided that a fair compensation is made to the original grantor agency for the latter's share of the property. The amount of compensation shall be computed by applying the percentage of Federal participation in the grant program to the current fair market value of the property.

(3) If the grantee has no need for the property, disposition of the property shall be made as follows:

(a) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of (2)(a) above, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed in accordance with (iii) below.

(b) Nonexpendable property with an acquisition cost of over \$1,000. The grantee shall request disposition instructions from the grantor agency. The Federal agency shall determine whether the property can be used to meet the agency's requirement. If no requirement exists within that agency, the availability of the property shall be reported to the General Services Administration (GSA) by the Federal agency to determine whether a requirement for the property exists in other Federal agencies. The Federal grantor agency shall issue instructions to the grantee within 120 days and the following procedures shall govern:

September 13, 1974

(i) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the grantee's participation in the grant program to the current fair market value of the property, plus any shipping or interim storage costs incurred.

(ii) If the grantee is instructed to otherwise dispose of the property, he shall be reimbursed by the Federal grantor agency for such costs incurred in its disposition.

(iii) If disposition instructions are not issued within 120 days after reporting, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed by applying the percentage of Federal participation in the grant program to the sales proceeds. Further, the grantee shall be permitted to retain \$100 or 10 percent of the proceeds, whichever is greater, for the grantee's selling and handling expenses.

Micro Fiched

(4) Where the grantor agency determines that property with an acquisition cost of \$1,000 or more and financed solely with Federal funds is unique, difficult, or costly to replace, it may reserve title to such property, subject to the following provisions:

(a) The property shall be appropriately identified in the grant agreement or otherwise made known to the grantee.

(b) The grantor agency shall issue disposition instructions within 120 days after the completion of the need for the property under the Federal grant for which it was acquired. If the grantor agency fails to issue disposition instructions within 120 days, the grantee shall apply the standards of 4a(1), 4a(2)(b), and 4a(3)(b).

b. Federally-owned nonexpendable personal property. Unless statutory authority to transfer title has been granted to an agency, title to Federally-owned property (property to which the Federal Government retains title including excess property made available by the Federal grantor agencies to grantees) remains vested by law in the Federal Government. Upon termination of the grant or need for the property, such property shall be reported to the grantor agency for further agency utilization or, if appropriate, for reporting to the General Services Administration for other Federal agency utilization. Appropriate disposition instructions will be issued to the grantee after completion of Federal agency review.

5. The grantees' property management standards for nonexpendable personal property shall also include the following procedural requirements:

a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of Federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the grantee reimburses the grantor agency for its share.

b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.

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c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.

d. Adequate maintenance procedures shall be implemented to keep the property in good condition.

e. Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

6. When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any Federal grant purposes, the grantee may retain the property or sell the property as long as he compensates the Federal Government for its share in the cost. The amount of compensation shall be computed in accordance with 4a(2) (b).

7. Specific standards for control of intangible property are provided as follows:

a. If any program produces patentable items, patent rights, processes, or inventions, in the course of work aided by a Federal grant, such fact shall be promptly and fully reported to the grantor agency. Unless there is prior agreement between the grantee and grantor on disposition of such items, the grantor agency shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including rights under any patent issued thereon--shall be allocated and administered in order to protect the public interest consistent with

September 13, 1974

"Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).

b. Where the grant results in a book or other copyrightable material, the author or grantee is free to copyright the work, but the Federal grantor agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

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PROCUREMENT STANDARDS

1. This attachment provides standards for use by the State and local governments in establishing procedures for the procurement of supplies, equipment, construction, and other services with Federal grant funds. These standards are furnished to insure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal law and Executive orders. No additional requirements shall be imposed by the Federal agencies upon the grantees unless specifically required by Federal law or Executive orders.

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2. The standards contained in this attachment do not relieve the grantee of the contractual responsibilities arising under its contracts. The grantee is the responsible authority, without recourse to the grantor agency regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in support of a grant. This includes but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law are to be referred to such local, State, or Federal authority as may have proper jurisdiction.

3. Grantees may use their own procurement regulations which reflect applicable State and local law, rules and regulations provided that procurements made with Federal grant funds adhere to the standards set forth as follows:

a. The grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal grant funds. Grantee's officers, employees or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible by State or local law, rules or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the grantee officers, employees, or agents, or by contractors or their agents.

September 13, 1974

b. All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. The grantee should be alert to organizational conflicts of interest or noncompetitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade.

c. The grantee shall establish procurement procedures which provide for, as a minimum, the following procedural requirements:

(1) Proposed procurement actions shall be reviewed by grantee officials to avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.

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(2) Invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement, and when so used the specific features of the named brand which must be met by offerors should be clearly specified.

(3) Positive efforts shall be made by the grantees to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds.

(4) The type of procuring instruments used (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, etc.), shall be appropriate for the particular procurement and for promoting the best interest of the grant program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

(5) Formal advertising, with adequate purchase description, sealed bids, and public openings shall be the required method of procurement unless negotiation pursuant to paragraph (6) below is necessary to accomplish sound procurement. However, procurements of \$2,500 or less need not be so advertised unless otherwise required by State or local law or regulations. Where such advertised bids are obtained the awards shall be made to the responsible bidder whose bid is responsive to the invitation and

is most advantageous to the grantee, price and other factors considered. (Factors such as discounts, transportation costs, taxes may be considered in determining the lowest bid.) Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for his bid to be evaluated by the grantee. Any or all bids may be rejected when it is in the grantee's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

(6) Procurements may be negotiated if it is impracticable and unfeasible to use formal advertising. Generally, procurements may be negotiated by the grantee if:

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(a) The public exigency will not permit the delay incident to advertising;

(b) The material or service to be procured is available from only one person or firm; (All contemplated sole source procurements where the aggregate expenditure is expected to exceed \$5,000 shall be referred to the grantor agency for prior approval.)

(c) The aggregate amount involved does not exceed \$2,500;

(d) The contract is for personal or professional services, or for any service to be rendered by a university, college, or other educational institutions;

(e) The material or services are to be procured and used outside the limits of the United States and its possessions;

(f) No acceptable bids have been received after formal advertising;

(g) The purchases are for highly perishable materials or medical supplies, for material or services where the prices are established by law, for technical items or equipment requiring standardization and interchangeability of parts with existing equipment, for experimental, developmental or research work, for supplies purchased for authorized resale, and for technical or specialized supplies requiring substantial initial investment for manufacture;

(h) Otherwise authorized by law, rules, or regulations.

September 15, 1974

Notwithstanding the existence of circumstances justifying negotiation, competition shall be obtained to the maximum extent practicable.

(7) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

(8) Procurement records or files for purchases in amounts in excess of \$2,500 shall provide at least the following pertinent information: justification for the use of negotiation in lieu of advertising, contractor selection, and the basis for the cost or price negotiated.

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(9) A system for contract administration shall be maintained to assure contractor conformance with terms, conditions, and specifications of the contract or order, and to assure adequate and timely followup of all purchases.

4. The grantee shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts and subgrants:

a. Contracts shall contain such contractual provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contracts terms, and provide for such sanctions and penalties as may be appropriate.

b. All contracts, amounts for which are in excess of \$2,500, shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. In all contracts for construction or facility improvement awarded in excess of \$100,000, grantees shall observe the bonding requirements provided in Attachment B to this circular.

d. All construction contracts awarded by recipients and their contractors or subgrantees having a value of more than \$10,000, shall contain a provision requiring compliance with Executive Order No. 11246, entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

e. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency. Micro Fiched

f. When required by the Federal grant program legislation, all construction contracts awarded by grantees and subgrantees in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

g. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or

September 13, 1974

dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

h. Contracts or agreements, the principal purpose of which is to create, develop, or improve products, processes or methods; or for exploration into fields which directly concern public health, safety, or welfare; or contracts in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions, and materials generated under the contract or agreement are subject to the regulations issued by the Federal grantor agency. The contractor shall be advised as to the source of additional information regarding these matters. Micro Fiched

i. All negotiated contracts (except those of \$2,500 or less) awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.)

j. Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

Title 34—Government Management
CHAPTER II—OFFICE OF FEDERAL MAN-
AGEMENT POLICY, GENERAL SERVICES
ADMINISTRATION
SUBCHAPTER D—FINANCIAL MANAGEMENT
[FMC 74-7 Supp 1]

PART 256—UNIFORM ADMINISTRATIVE
REQUIREMENTS FOR GRANTS-IN-AID
TO STATE AND LOCAL GOVERNMENTS
Administrative Requirements for Grants to
State and Local Governments

The General Services Administration hereby amends Part 256, Subchapter D, Chapter II of Title 34, Code of Federal Regulations, to clarify the term "technical assistance" and to amend Appendix O, Procurement Standards, to further simplify procedures in the procurement of property and services by grantees.

This document revises § 256.5(a) and Appendix O to Part 256. Specifically, it defines the term "technical assistance" and provides that purchases and contracts for property and services in amounts of \$10,000 or less may be negotiated. The previous limitation was \$2,500.

1. Section 256.5 is amended by revising paragraph (a) to read as follows:

§ 256.5 Definitions.

For the purposes of this part:

(a) The term "grant" or "grant-in-aid" means money or property in lieu of money paid or furnished by the Federal Government to a State or local government under programs that provide financial assistance through grant or contractual arrangements. The term does not include technical assistance programs which provide services instead of money or other assistance in the form of general revenue sharing, loans, loan guarantees, or insurance.

2. Appendix O, Procurement Standards, is amended as follows:

APPENDIX O

PROCUREMENT STANDARDS

3. ***

(3) Formal advertising, with adequate purchase description, sealed bids, and public openings shall be the required method of procurement unless negotiation pursuant to paragraph (6) is necessary to accomplish sound procurement. However, procurements of \$10,000 or less need not be so advertised unless otherwise required by State or local law or regulations. Where such advertised

bids are obtained the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for his bid to be evaluated by the grantee. Any or all bids may be rejected when it is in the grantee's interest to do so and when such rejections are in accordance with applicable State and local law, rules, and regulations.

(6) ***

(c) The aggregate amount involved does not exceed \$10,000:

(8) Procurement records or files for purchases in amounts in excess of \$10,000 shall provide at least the following pertinent information. Justification for the use of negotiation, in lieu of advertising, contractor selection, shall show the basis for the cost or price negotiated.

4. ***

a. Contracts shall contain such contractual provisions or conditions which will allow for administrative, contractual, or legal remedies in instances in which contractors violate or breach contract terms and provide for such remedial actions as appropriate.

b. All contracts, amounts for which are in excess of \$10,000, shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions by which the contract may be terminated because of circumstances beyond the control of the contractor.

1. All negotiated contracts (except those of \$10,000 or less) awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

(E.O. 11717 (38 FR 12315, May 11, 1973))

Effective Date. This regulation is effective June 6, 1973.

Dated: June 6, 1973.

ARTHUR F. SANDSON,

Administrator of General Services

[FR Doc 73-15561 Filed 6-13-73 8:45 am]

Micro Fiched

Title 34—Government Management
CHAPTER II—OFFICE OF FEDERAL MAN-
AGEMENT POLICY, GENERAL SERVICES
ADMINISTRATION

SUBCHAPTER D—FINANCIAL MANAGEMENT

[FR 74-7 Supp. 2]

PART 256—UNIFORM ADMINISTRATIVE
REQUIREMENTS FOR GRANTS IN AID
TO STATE AND LOCAL GOVERNMENTS

Administrative Requirements for Grants to
State and Local Governments

The General Services Administration hereby amends Part 256, Subchapter D, Chapter II of Title 34, Code of Federal Regulations, to expand the coverage to include school districts and federally recognized Indian tribal governments.

1. Section 256.4 is revised to read as follows:

§ 256.4 Applicability and Scope.

The standards promulgated by this part apply to all Federal agencies responsible for administering programs that involve grants to State and local governments and federally recognized Indian tribal governments. However, agencies are encouraged to apply the standards to loan and loan guarantee programs to the extent practicable. If the enabling legislation for a specific grant program prescribes policies or requirements that differ from the standards provided herein, the provisions of the enabling legislation shall govern.

2. Section 256.5 is amended to read as follows:

§ 256.5 Definitions.

(c) The term "local government" means a local unit of government including specifically a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments, sponsor group representative organization (as defined in 7 CFR 620.2, 40 F.R. 12472, March 19, 1975) and other regional or interstate government entity, or any agency or instrumentality of a local government exclusive of institutions of higher education and hospitals.

(d) The term "federally recognized Indian tribal government" means the governing body or a governmental agency of any Indian tribe, band, nation, or other organized group or community (including any Native village as defined in Section 3 of the Alaska Native Claims Settlement Act 85 Stat. 688) certified by the Secretary of the Interior as eligible for the special programs and services provided by him through the Bureau of Indian Affairs.

AUTHORITY: Executive Order 11717 (38 FR 12215, May 11, 1973).

Effective date: This regulation is effective October 10, 1975.

Dated: October 10, 1975.

ARTHUR F. SAMPSON,
Administrator of General Services.
[FR Doc 75-28761 Filed 10-31-75; 8 45 am]

FILED

APR 11 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara Roulger*
Deputy

Agreement No. 78-122

Woodland, California

April 4, 1978

GARY L. DENNY AND JANET M. DENNY

GRANTORS

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

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Document No. 78-4 in the form of a Highway Easement Deed,
covering the following described property:

A 30.00 foot wide strip of land being a portion of the Southeast Quarter of Section 4, Township 10 North, Range 1 East, M.D.B. & M., Yolo County, California, said 30.00 foot wide strip of land being more fully described as follows:

BEGINNING at the Southwest corner of said Southeast Quarter of Section 4; thence East 122.82 feet along the South line of said Southeast Quarter of Section 4 to the Westerly right of way line of County Road 17; thence North 60°00'00" East 60.00 feet along said Westerly right of way line; thence West 174.78 feet along a line parallel with and 30.00 feet Northerly of the South line of said Southeast Quarter of Section 4 to the West line of said Southeast Quarter of Section 4; thence South 30.00 feet along said West line of the Southeast Quarter of Section 4 to the point of beginning.

Containing 0.103 acres.

has been executed and delivered to Lloyd H. Robert, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

//////////

1 II. The County shall:

2 A. Pay all escrow and recording fees incurred in this
3 transaction including documentary tax stamps, if required, and if
4 title insurance is desired by the County, the premium charged
5 therefore.

6 This transaction will be handled through an escrow number
7 74837 with Western Title Insurance Company of Woodland.

8 B. During construction of this project known as
9 County Road 17 the County will:

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10 1. Install equivalent 15" diameter corrugated
11 metal pipe 20 feet long across Grantors'
12 driveway approximately 100 feet North of
13 County Road 17.

14 2. Remove subsoil from top of hill located
15 approximately 1200 feet East of the Southwest
16 corner of Section 4, Township 10 North, Range 1
17 East and provide a highway embankment slope of
18 two feet horizontal to one foot vertical or
19 flatter. This work will be confined to an
20 area not more than 500 feet long and 100 feet
21 or less from County Road No. 17. Top soil
22 will be replaced and graded to a smooth contour.
23 The fence will be reconstructed at the North
24 right of way line of County Road No. 17.

25 III. It is mutually understood and agreed that upon comple-
26 tion of the above mentioned driveway pipe, it shall become the
27 property of the Grantors and is to be maintained, repaired, and
28 operated as such by Grantors.

29 IV. Grantors hereby agree to permit County or its Contractor
30 to enter upon the lands of the Grantors as may be necessary to
31 accomplish the work as described in B above.

32 / / / / / / / / / /

1 IN WITNESS WHEREOF, the parties have executed this
2 agreement the day and year first above written.

3 GRANTORS

4 Gary L. Denny
5 GARY L. DENNY

6
7 Dated: March 24, 1978

8 Janet M. Denny
9 JANET M. DENNY

10 RECOMMENDED FOR APPROVAL

Micro Fiched

11 By Frederick H. Roberts
12 4-14-78

13 COUNTY OF YOLO

14 Arthur H. Edwards
15 CHAIRMAN OF THE BOARD OF SUPERVISORS
16 COUNTY OF YOLO, STATE OF CALIFORNIA
17



18 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

19
20 Approved as to Form

21 Dated 4/10/78

22 Edwards Deputy
23 County Counsel of Yolo County

STANDARD AGREEMENT —
STATE OF CALIFORNIA
STD. 2 (REV. 11-66)APPROVED BY THE
ATTORNEY GENERALYolo County
Agreement No. 78-123

THIS AGREEMENT, made and entered into this 1st day of March, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting,



TITLE OF OFFICIAL ACTING FOR STATE

AGENCY

Director

State of California-Department of Aging

NUMBER
57041

County of Yolo for

Economic Opportunity Commission of Yolo County

Contract called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
1. That service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Whereas, Section 707 of the Older Americans Act, as amended, requires the Secretary of
Agriculture to maintain, during the period ending September 30, 1978, a level of not
less than 25 cents per meal in donated foods to recipients of grants and contracts
under Title VII of the Act which authorizes the Nutrition Program for the Elderly;

Whereas, that amount is subject to adjustment on an annual basis to reflect changes in
the services for food away from home of the Consumer Price Index published by the Bureau
of Labor Statistics of the Department of Labor;

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Whereas, the Federal Register, Vol. 42, No. 225 - Tuesday, November 22, 1977 reflects
in amended regulations by the Food and Nutrition Service, Department of Agriculture,
that the level of assistance in food commodities or where applicable, cash in lieu
thereof, to be provided by the Secretary of Agriculture to recipients of grants or
contracts under Title VII of the Act will be increased for the period October 1, 1977,
through September 30, 1978, to 29.25 cents per meal;

Whereas, the above mentioned regulations permit any State to elect to receive cash
payments in lieu of donated foods for use in Title VII programs;
the provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

Department of Aging

AUTHORIZED SIGNATURE

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION,
PARTNERSHIP, ETC.)

BY (AUTHORIZED SIGNATURE)

TITLE

CHAIRMAN, BOARD OF SUPERVISORS,

ADDRESS

COUNTY OF YOLO, STATE OF CALIFORNIA

Director

TITLED ON 4 SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services
Use ONLY

AMOUNT ENCUMBERED

\$ 23,164

APPROPRIATION

USDA Entitlement

FUND

Special Deposit

UNENCUMBERED BALANCE

ITEM

CHAPTER

STATUTES

FISCAL YEAR

\$

ADD. INCREASING ENCUMBRANCE

FUNCTION

\$

Contractual Service

ADD. DECREASING ENCUMBRANCE

LINE ITEM ALLOTMENT

\$

I hereby certify upon my own personal knowledge that budgeted funds
are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201
have been complied with and this document is exempt from review by the Department of Finance.

3-8-78

SIGNATURE OF OFFICIAL SIGNING ON BEHALF OF THE AGENCY

DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

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3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Whereas, the California Department of Aging, by letter, dated January 2, 1973, notified the Regional Administrator, Food and Nutrition Service, USDA, that the State of California chooses to receive all food for Fiscal Year 1973;

Whereas, in order to carry out the purposes of Section 707 of the Older Americans Act of 1965, as amended by Public Law 95-35, the California Department of Aging has been authorized to receive funds from the Department of Agriculture for paying part of the costs of purchasing food commodities for Title VII Nutrition Program for the Elderly. This Program is authorized pursuant to Title 15, Code of Federal Regulations, Public Welfare Chapter XIII, Administration on Aging, Part 1224;

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Therefore, it is mutually agreed as follows:

1. (a) Funds received under this agreement shall be used in conjunction with Project "Not By Bread Alone", No. 70676076
now in progress and shall be carried out in accordance with Title VII of the Older Americans Act of 1965, as amended, the program regulations and directives hereto, federal and state laws, and the State Manual for Title VII operations and reporting requirements, all of which are or may be operative during the term of this contract.
- (b) Copies of all documents set forth in subparagraph 1 (a) hereto are available for inspection at California Department of Aging, 918 "J" Street, Sacramento, California 95814.
2. This agreement shall not be considered effective until signed by both parties hereto and approved by the State Department of General Services and is subject to the availability of funds.
3. The term of this agreement is from March 1, 1973 to September 30, 1973, subject, however, to earlier termination as herein provided.
4. In consideration of the on-going performance of this agreement in a manner considered satisfactory to the State, State shall pay Contractor a total amount not to exceed \$ 23,164 which is derived solely from Federal Funds. A portion of the total contract amount shall be paid Contractor not more frequently than monthly, in advance, during the term of this agreement up to 70% of the total contract amount upon receipt and approval of monthly Nutrition Participant Report (CDA-19) in duplicate and Request for Payment (CDA-30/USDA) by the State in quadruplicate (4). Contractor will receive monthly, in advance, 29.25 cents for each meal Contractor estimates to be served in the Title VII program for the following month. At the end of the contract period, Contractor shall submit data on the actual number of meals served during that Federal Fiscal Year, not later than October 15, 1973, and an adjustment shall be made on the amount advanced relative to the number of meals served.

5. Contractor shall account for and maintain all funds received under the terms of this agreement separate from any other funds administered by Contractor. Contractor shall expend all funds received hereunder in accordance with this agreement. The budget of the Project as identified in Clause 1 (a) shall be amended to reflect the new dollar amount and a commensurate budget modification.
6. State shall have the right to monitor the Title VII projects which receive cash payments in lieu of donated foods to insure that the amounts so received are expended solely for the purchase of United States agricultural commodities and other foods for such programs.
7. Contractor shall at all times during the term of this agreement maintain complete records of its activities and expenditures hereunder in form satisfactory to the State and shall make all records pertaining to the project available for inspection and audit by the State or the Federal government or their duly authorized agents at any time during normal business hours. All such records must be maintained and kept available by Contractor for a minimum of three years from the ending date of this contract if a state or federal audit has occurred, or five years from said date if no audit has occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the State. In addition, records for commodities which were acquired with federal funds shall be retained for three years after final disposition of such property. Contractor shall timely submit all reports of its activities and expenditures as may be required by the State. Micro Fiched
8. In the event any subcontractor is utilized by the Contractor for any portion of the project, Contractor, nevertheless, retains the prime responsibility for carrying out all the terms of this agreement, including the responsibility for insuring the availability and retention of records of subcontractors in accordance with paragraph 7 hereto.
9. Contractor shall have no authority to contract for or on behalf of, or incur obligations on behalf of, the State of California.
10. Contractor shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964. As indication of his intent to comply, Contractor shall complete and sign an Assurance of Compliance with such regulations (AOA-4.1), which form, when completed and signed by Contractor shall be attached hereto and incorporated herein by reference.
11. Authorized State or federal representatives shall have the right to

monitor, assess, or evaluate Contractor's performance pursuant to this agreement on at least a quarterly basis, said monitoring, assessments, or evaluations to include but not be limited to audits, inspections of premises, and interviews of project staff and participants.

Authorized State or federal representatives shall have the right to inspect food preparation sites of the Contractor during the term of this agreement at any time during normal business hours.

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12. No waiver of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of Contractor and State. No waiver or modification shall be effective in any case where approval of such waiver or modification by the State Department of General Services is required by law, until such approval is obtained in writing from the State Department of General Services.
13. Contractor shall comply with all federal, state and local laws and regulations pertinent to its operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
14. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of actual receipt. Mailed notices to the State shall be addressed to the California Department of Aging, 910 "J" Street, Sacramento, California 95814, and mailed notices to Contractor at the address indicated by it in its project grant application. Each party may change its address by written notice in accordance with this paragraph.
15. State, at its sole discretion, may extend the time for performance of any act by Contractor hereunder by written notice of such extension to Contractor.
16. If, in the sole discretion of the State, conditions arise which warrant the suspension or termination of the project, the State may suspend or terminate project operations hereunder. Such suspension or termination shall be effective upon five (5) days written notice to Contractor of the action being taken, the reason for such action, and any conditions of the suspension or termination. Said notice shall also inform Contractor of its right to appeal such decision to the State and of the procedure for doing so.

No federal or State funds shall be used to cover any cost accrued by Contractor during any period of suspension.

The project shall be deemed terminated when its operations have been suspended for more than three consecutive months in any budget year.

Conditions which may warrant suspension or termination include as non-exhaustive examples: Contractor's violation of the terms of this agreement; Contractor's inadequate program performance; or unavailability of resources adequate to complete the program.

Contractor's failure to comply with the terms of any prior agreement with State may, in the sole discretion of the State, be deemed grounds for suspension or termination of this project.

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17. Contractor may appeal any determination, decision, action or non-action, including suspension or termination (hereinafter collectively referred to as "action"), affecting a project under this agreement within fifteen (15) days after notice of such action.

Such appeal shall be in writing to the Director of the California Department of Aging, and shall set forth plainly the action or actions being appealed, the reasons Contractor finds such action unsatisfactory, and its suggested course of action for State.

At the time of making any appeal, Contractor may request either an oral or written hearing, at its option. The Director shall set a date for any such hearing not later than 60 days following receipt of the request therefor, at a time and place convenient to the parties. Contractor may, at its own expense and without charging the same against project funds, be represented at such hearing by any representative of its choice not employed by the State. Contractor or its representative shall have the right to present Contractor's views at such hearing.

The Director, or a designee of the Director, preferably having no contact with the project, shall make a written response to the appeal within thirty (30) days of receipt of the appeal or within 30 days of the close of any hearing held thereon, whichever is later, except that, if the Director or the Director's designee shall make no such response within the time set forth, the action of the State field representative shall be deemed affirmed.

Any decision by the Director, whether in writing or by the expiration of time as provided herein, shall be final and conclusive upon Contractor.

Unless the Director directs otherwise, no appeal of any action, including suspension or termination, shall operate to stay the effective date of such action.

18. As used through this agreement, the term "shall", is mandatory; the term, "may", is permissive.

USDA (2/70)

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE REGULATIONS UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

.....

Economic Opportunity Commission of Yolo Coun(hereinafter

(Name of Subgrantee or Secondary Recipient)
called the Subgrantee) HEREBY AGREES THAT it will comply with
Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all
requirements imposed by, or pursuant to the Regulation of the
Department of Health, Education, and Welfare (45 CFR Part 80)
issued pursuant to that title, to the end that, in accordance
with Title VI of that Act and the Regulation, no person in the
United States shall, on the ground of race, color, or national
origin, be excluded from participation in, be denied the benefits
of, or be otherwise subjected to discrimination under any program
or activity for which the Subgrantee receives Federal financial
assistance from California Department of Aging

, a recipient of Federal financial
(Name of Grantor)
assistance from the Department (hereinafter called Grantor); and
HEREBY GIVES ASSURANCE THAT it will immediately take any measures
necessary to affectuate this agreement.

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If any real property or structure thereon is provided or improved
with the aid of Federal financial assistance extended to the
Subgrantee by the Grantor, this assurance shall obligate the Sub-
grantee, or in the case of any transfer of such property or struc-
ture is used for a purpose for which the Federal financial assis-
tance is extended or for another purpose involving the provision
of similar services or benefits. If any personal property is so
provided, this assurance shall obligate the Subgrantee for the
period during which it retains ownership or possession of the
property. In all other cases, this assurance shall obligate the
Subgrantee for the period during which the Federal financial
assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose
of obtaining any and all Federal grants, loans, contracts, property,
discounts or other Federal financial assistance extended after the
date hereof to the Subgrantee by the Grantor, including installment
payments after such date on account of applications for Federal
financial assistance which were approved before such date. The
Subgrantee recognizes and agrees that such Federal financial
assistance will be extended in reliance on the representations

AOA Form 441

(To be completed by applicant for any grant from the State Agency
designated to implement the Older Americans' Act. Where provision
of facilities is involved, HEW Form 441 is to be executed.)

and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subgrantee.

DATED _____ (Subgrantee)

BY: _____
(President, Chairman of Board, or comparable authorized official)

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Title _____
(Recipient's mailing address)

COMMUNITY SERVICES ADMINISTRATION - APPLICATION FOR COMMUNITY ACTION PROGRAM
SUMMARY OF WORK PROGRAMS AND BUDGET (Please type or print clearly. See instructions on reverse.) (CSA Instruction 6710-1)

(FOR CSA USE) DATE RECEIVED

Form Approved
OMB No. 4300-0040

1. NAME OF APPLICANT AGENCY ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC.				2. NAME OF EXECUTIVE DIRECTOR Audrey L. Smith		3. PHONE (Include area code) (916) 666-0981		4. PROGRAM YEAR FROM 7-1-78 TO 6-30-79		5. GRANTEE NO. 90638	
6. STREET ADDRESS 511 Main Street		7. CITY Woodland		8. STATE CA.		9. ZIP CODE 95695		10. PLAN YEAR ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5			
11. PROJECT TITLE AND STATEMENT OF ONE-YEAR GOALS		12. PRIORITY		13. ACTIVITIES REQUIRED TO ACHIEVE GOAL		14. TIME TABLE PROGRAM YEAR QTR. 1ST 2ND 3RD 4TH		15. TRAINING AND TECHNICAL ASSISTANCE REQUIRED		16. PA	
PROGRAM: Emergency Energy Conservation Services Title II, Section 222 (a) (12)				1.1 Use outreach staff to locate eligible units qualifying for weatherization assistance.						21	
PROJECT TITLE: Energy Conservation Services										55,000	
GOALS: 1. Weatherize 120 homes owned or rented by individuals, families, and elderly persons,										12	
17. TOTALS CARRIED FORWARD FROM PREVIOUS PAGES (If any)						20,000					
22. GRAND TOTAL						75,000					
23. LESS ESTIMATED UNEXPENDED FUNDS (Carryover)						-0-					
24. NET ADDITIONAL FUNDS REQUESTED FROM CSA (Item 22 minus 23)						75,000					
25. THIS APPLICATION HAS BEEN REVIEWED (Check "a" or "b" as appropriate): a. ☐ Reviewed by the applicant's governing board. b. ☒ Reviewed by the applicant's administering board and approved by its governing officials. 26. NAME AND TITLE OF PRINCIPAL GOVERNING OFFICIAL OR PRINCIPAL OFFICER OF GOVERNING BOARD Arthur H. Edmonds, Chairman Yolo County Board of Supervisors 27. SIGNATURE 28. DATE 3/28/78 29. DATE OF BOARD ACTION 3/21/78											

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DEPARTMENT OF AGING

918 J STREET
SACRAMENTO, CALIFORNIA 95814

(21)

Economic Opportunity Commission of Yolo County, Inc.
511 Main Street, Suite 309
Woodland, CA 95695

Attention: Audrey Smith

Enclosed are six (6) copies of contract number 57081500
in the amount of 23,164 which covers your cash-in-lieu
of USDA commodities. Micro Fiched

Each contract copy must have the original signature of the
person authorized to sign for the grantee agency. The CONTRACTOR
section of the first page of the contract should be completed
as follows:

CONTRACTOR: Grantee Agency's Name
BY: Authorized Signature
TITLE: Title of Authorized Signature
ADDRESS: Address of Grantee Agency

SIGN ONLY WHERE THE RED "X" APPEARS.

Each contract package includes one (1) copy of AoA Form 441.
Each copy of AoA Form 441 must also bear the original signature
of the person authorized to sign for the grantee agency.

Please send your six (6) copies of the signed contract and six (6)
copies of the signed AoA Form 441 to:

Department of Aging
Contract Coordination
918 "J" Street
Sacramento, CA 95814

If your agency is a public entity, the State of California requires
a resolution from the governing body authorizing the execution of
the contract. This document, or a facsimile, must be included in
the contract package you return to the Office on Aging, before
further action will be taken by the State of California.

Please note that funds may not be drawn on this award until the contract has been approved by the Department of General Services. General Services approval generally takes fourteen working days from the date they receive your contract.

Very truly yours,

Barbara Allen

Lorraine Leonard
Contract Coordinator

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Enclosures

AGREEMENT NO. 78-124

(Agreement for Information and Referral Services for Older Americans)

THIS AGREEMENT, executed this 11th day of April, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY, a non-profit corporation, incorporated under the laws of the State of California, hereinafter referred to as AGENCY.

WITNESSETH:

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I. RECITALS:

1. COUNTY is the recipient of a grant (hereinafter referred to as Grant), which is attached hereto, by the Planning Council, Area 4, Agency on Aging, pursuant to Title III of the Older Americans Act of 1965 § 303, for the purpose of providing an information and referral service for older Americans in Yolo County.
2. COUNTY proposes to provide a comprehensive information and referral service in accordance with grant to the older Americans residing in Yolo County by contractual agreement with an existing non-profit agency which now provides services to older Americans in the entire geographical area of Yolo County.
3. AGENCY hereby represents that it is an existing non-profit corporation which now does provide services to older Americans in the entire geographical area of Yolo County and that it is able to provide the services which is the subject of this agreement.

II. AGREEMENT

1. MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY, 716 Main Street, Woodland, CA. agrees to perform information and referral services for older Americans in the geographical area normally within the scope of influence of AGENCY, and more specifically described as follows:

Entire geographical area of Yolo County

2. TERM: The term of this agreement shall be for no longer than one year beginning January 1, 1978 and ending December 31, 1978.
3. SERVICES PROVIDED: AGENCY agrees to perform the services specified in grant and contract for COUNTY, in accordance with the terms of this agreement.
4. COMPLIANCE WITH LAWS AND REGULATIONS: AGENCY agrees
 - a.) Payments made pursuant to this agreement are to be expended for purposes set forth herein in contract and grant and for no other purpose, and in strict compliance with all applicable laws, regulations, policies and procedures of the

COUNTY, State of California, and the Administration on Aging of the United State Department of Health, Education and Welfare.

- b.) AGENCY agrees to execute and abide by the assurance of compliance with the Civil Rights Act of 1964 (Exhibit A) attached hereto and incorporated herein by this reference.
- c.) AGENCY agrees that payments by COUNTY may be terminated at any time for violations of any terms, conditions, or requirements of this agreement. If AGENCY fails to meet Performance Standards as determined by Agency on Aging, COUNTY has right to terminate.
- d.) AGENCY further agrees to comply with all Federal, State and local laws and regulations relevant to the operation conducted by AGENCY and to keep in effect any and all Federal, State or local licenses, permits, notices and certificates that are required for the operation of AGENCY.
- e. AGENCY agrees to comply with all applicable laws relating to wages, hours of employment and occupational safety.
- f.) If AGENCY acquires capital assets with any Federal funds, AGENCY agrees to comply with all applicable Federal laws, rules and procedures relating to the acquisition, retention and disposition of said assets.

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5. INSURANCE AND INDEMNITY: AGENCY agrees:

- a.) AGENCY shall procure and maintain comprehensive personal injury and property damage liability insurance for any damages caused by vehicle used in AGENCY'S service operation, with policy limits of at least \$300,000 for injury or death of one person in any one accident; \$500,000 for injury or death of two or more persons in any one accident; and \$100,000 for property damage in any one accident. Said insurance specifically shall designate COUNTY as an insured for all purposes.
- b.) AGENCY agrees to provide COUNTY with certificates of insurance as aforesaid to demonstrate that it has procured the required insurance. AGENCY hereby represents that the following information accurately identifies and describes the liability insurance:

INSURANCE:

- 1. Name of Insurance Carrier AMERICAN AUTO INSURANCE COMPANY
- 2. Description of Policy Auto Liability
- 3. Limits of Policy \$300,000 per accident, \$500,000 per person, \$100,000 per property damage
- 4. Effective Dates of Policy 1/1/77 to 12/31/77
- 5. Name and Address of Agent John J. Smith, 123 Main St, Los Angeles, CA 90001

Furthermore, AGENCY agrees to provide COUNTY with any necessary permission required by the Liability Insurance Carrier to enable the insurance carrier to promptly notify COUNTY directly in the event that such Liability Insurance is cancelled, terminated, or modified.

d.) Indemnification: AGENCY agrees to indemnify, defend and hold harmless COUNTY, Area 4 Agency on Aging, the State of California, and their officers, agents and employees from any and all claims or losses resulting from the performance of this agreement by AGENCY, including both claims for any personal injury or property damage, and claims for any breach of contract between AGENCY and any person or firm which claim a breach of contract with AGENCY. AGENCY shall be and COUNTY shall not be, liable for all labor and any other expenses incurred by AGENCY in providing services pursuant to this agreement, and shall assume any and all responsibility for loss or damage resulting from the performance of this agreement by AGENCY. In the event that any claim is filed against AGENCY by any person or firm, for any damage arising out of the performance of this agreement, AGENCY agrees promptly to notify COUNTY of the fact.

e.) AGENCY shall provide at its own expense, necessary Workmen's Compensation insurance coverage, and shall inform COUNTY of its Workmen's Compensation Insurance Carrier.

6. RELATIONSHIP OF PARTIES: AGENCY is, and shall be, construed to be an independent contractor of COUNTY, and not an agent of COUNTY. No officer, employee, agent or contractor of AGENCY is, nor shall they be construed to be, an officer, agent or employee of COUNTY, of the Area 4 Agency on Aging, of the Federal Government, or the State of California, for any purpose.

7. REQUIRED RECORDS: AGENCY agrees:

a.) To provide monthly reports to COUNTY, with regard to AGENCY'S activities, specifically designating the activity and the time spent, prior to the release of any funds by COUNTY to AGENCY.

b. AGENCY agrees to place all money received from COUNTY in a separate account, and not to commingle said funds with funds received from any other source or pursuant to any other agreement, and to expend the same solely for the purpose set forth in this agreement.

c.) AGENCY shall keep sufficiently detailed records bearing upon service operations performed by AGENCY to allow COUNTY, or other authorized personnel to determine compliance by AGENCY with all applicable laws and regulations. Said records shall be maintained in the AGENCY project site, or at the appropriate agency of the State of

California. Said records shall be maintained for no less than three (3) years from the termination of this agreement. COUNTY, representatives from the Area 4 Agency on Aging, or other representatives or auditors of the U. S. Department of Health, Education and Welfare, shall be granted access to such records upon request.

d.) AGENCY furthermore shall submit monthly reports detailing in kind contributions received by AGENCY, said records shall be submitted monthly to COUNTY, and shall be sufficiently detailed to enable COUNTY to ascertain compliance with all conditions set forth herein, and the budget submitted by AGENCY and attached hereto as Exhibit C and incorporated herein by this reference.

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e.) AGENCY will, within thirty (30) days from the close of the project year, provide COUNTY with an audit pursuant to guidelines established by Area 4 Agency on Aging. The audit to be performed by an independent auditor as selected by the CONCILIO or by the office of the Auditor-Controller of YOLO COUNTY. The General Accounting Office of the State of California, and COUNTY'S auditor, upon request shall have access to all such records for purposes of audit or review. Authorized representatives of COUNTY, Area 4 Agency on Aging, the California State Office on Aging, and the U. S. Department of Health, Education and Welfare shall have the right to conduct on site administrative reviews of the service operation provided by AGENCY and all records revelant to this agreement.

8. PAYMENTS:

Upon submission of the aforesaid written report in Paragraph 7.a, and its counter-signature indicating approval by executive director, Concilio, COUNTY shall pay to AGENCY funds earned to date. Payment based on reimbursement of actual expenditure of AGENCY. In no event shall the funds paid by COUNTY to AGENCY exceed the sum of \$20,167 which are the maximum total funds available under this agreement. In no event will any claim by AGENCY against COUNTY be paid for expenses incurred after December 31, 1978. COUNTY shall make the aforesaid payment to AGENCY monthly within 30 days of presentation of valid claim. The final claim must be submitted prior to January 31, 1979.

9. DISPOSITION OF CAPITAL ASSETS: AGENCY agrees that equipment purchased as listed in Exhibit D will be used for future senior citizens projects, and additional like equipment for future projects will not be required. New equipment for any subsequent Title III Older Americans program will be purchased only if said equipment cannot be secured from phased out Title III programs, or acquired from excess or surplus property. The Area 4 Agency on Aging, or the State of California, whichever is applicable, shall retain title to all equipment purchased or acquired, which is identified under the equipment portion of the budget attached hereto as Exhibit D. At completion of the project by AGENCY, AGENCY agrees to return to Area 4 Agency on Aging or to otherwise dispose of or retain such equipment with prior written approval. A copy of said written approval shall be filed by the COUNTY or Area 4 Agency on Aging. The only equipment to be purchased on the terms of this contract is set forth in Exhibit D.

10. SALARIES: Salaries paid by AGENCY pursuant to this agreement shall be comparable to the prevailing salaries for similar work in the location of the service.

11. AGENCY agrees to maintain a management office and headquarters for the operations of AGENCY'S services at the address stated above as the address of AGENCY.

12. TERMINATION:

a.) COUNTY may terminate this agreement and be relieved of the payment of any consideration then due to AGENCY should AGENCY fail to perform any covenant herein contained at the time and in the manner herein provided. Each of the listed provisions of this agreement is, and shall be construed to be, both an independent covenant, and a condition, breach of any of which giving the COUNTY the right to terminate this agreement upon two weeks written notice to AGENCY. In the event of such termination, COUNTY may proceed with the services herein agreed to be performed by AGENCY, and to deduct the costs to COUNTY from any sum then due AGENCY under this agreement.

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b.) Either party may terminate this agreement at any time by giving the other party two weeks written notice of said termination.

13. ASSIGNABILITY: Neither the whole nor any part of this agreement is assignable to any person or firm without prior written authorization of COUNTY obtained.

14. This writing embodies the total agreement of the parties hereto, and shall supersede any other agreement, written or oral, prior to or contemporaneous with the execution of this agreement. No alteration, modification, or deletion of this agreement shall be effective unless written and executed by the parties hereto or their successors in office.

15. AGENCY agrees that it understands that conditions of the agreements between the Area 4 Agency on Aging and the California State Office of Aging, for calendar year 1978, and further agrees that all conditions contained in the aforesaid contract are applicable to this Agreement.

16. It shall be a continuing responsibility of the COUNTY to determine how stated program goals are being met; to review fiscal and service data relating to the performance by AGENCY of this agreement; and to make specific recommendations to AGENCY staff flowing from monitoring visits. Such reviews shall take place no less than monthly and with clear understanding as to the time and purpose of such monitoring visits.

17. It is hereby mutually agreed and AGENCY hereby expressly acknowledges that an express condition precedent to the COUNTY'S duty to pay any funds pursuant to this agreement is the receipt by COUNTY from Area 4 Agency on Aging of the proportional share of COUNTY'S grant funds which are designated for payment to AGENCY. In the event of a reduction in COUNTY'S grant funds, COUNTY'S obligation to pay shall be reduced in the same amount as the reduction of said grant funds, and AGENCY'S duty to perform shall be reduced in a like proportion.

(NUMBER OF EXHIBITS AS REQUIRED:)

Exhibit A--Assurance of Compliance

Exhibit B--Performance Standards for Agency

Exhibit C--Budget for Agency

Exhibit D--Equipment Budget for Agency

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COUNTY OF YOLO, a political subdivision
of the State of California.

By Arthur H. Edwards
(Chairman of the Board of Supervisors)

MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY,
a non-profit corporation, incorporated
under the laws of the State of California

By Shirley M. M. 3/8/78
President, Chairman of the Board or
comparable authorized official

(CORPORATE SEAL)

ATTEST:

LAURENCE E. HENIGAN, CLERK

BY Robert E. Lucas, DEPUTY
(SEAL)

APPROVED AS TO FORM:
CHARLES R. JACK
COUNTY COUNCIL

By Charles R. Jack
County Council

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT
HEALTH, EDUCATION AND WELFARE REGULATIONS
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

MEXICAN-AMERICAN COUNCIL OF YOLO COUNTY, (hereinafter called the "Subgrantee")
(Name of Subgrantee or Recipient)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title IV of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance from

COUNTY OF YOLO, a recipient of Federal financial
(Name of Grantor)

assistance from the Department (hereinafter called "Grantor"), and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees and assignees, and the person or persons whose signature(s) appear below is/are authorized to sign this assurance on behalf of the Subgrantee.

DATED March 8 1974

MEXICAN-AMERICAN COUNCIL OF YOLO COUNTY
(Subgrantee)

BY [Signature]
(President, Chairman of Board, or
comparable authorized official)

(To which the following address)

YOLO COUNTY BOARD OF SUPERVISORS

P.O. Box 1020

705 Court Street, Room 101

Woodland, California 95696

TITLE (Chairman)

EXHIBIT B

PERFORMANCE STANDARDS FOR SUBGRANTEE
(MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY)

PERFORMANCE CRITERIA	PLAN MONTHLY	PLAN CUMULATIVE
Micro Fiched		
Information & Referral		
1. Planned number of information transactions with individuals	225	2700
2. Planned number of information transactions with agencies/ organizations	30	360
3. Planned number of information transactions total	255	3360
4. Planned number of referral transactions	50	600
5. Planned number of follow-up transactions	60	720

EXHIBIT C

PROJECTED BUDGET
1978 CALENDAR YEAR

Salaries I&R Coordinator	750 x 12	\$9,000	Micro Fiched
Clerical	250 x 40 x 12	\$4,822	
Total Salaries			\$13,822.
Fringe Benefits			2,145.
Consumable Office Supplies			294.
Other Consumable Supplies			24.
Staff Travel			406.
Rent of Space			596.
Communications & Utilities			<u>2,638.</u>
Total Calendar Year			\$19,925.
In-Kind Contribution, Volunteer Services			\$ 5,300.

EXHIBIT D

EQUIPMENT BUDGET

(To be purchased during 1/1/78 through 6/30/78
period of Agreement)

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NOMENCLATURE	QUANTITY	UNIT PRICE	TOTAL COST
Literature Racks	2	\$121.	\$242.

4. It is hereby mutually agreed and AGENCY hereby expressly acknowledges that an express condition precedent to the COUNTY'S duty to pay any funds pursuant to this Agreement is the receipt by COUNTY from the Area 4 Agency on Aging of the proportional share of COUNTY'S grant funds which are designated for payment to AGENCY. In said event, COUNTY'S obligation to pay shall be reduced in the same amount as the reduction of said grant funds, and AGENCY'S duty to perform shall be reduced in a like proportion.
5. In all other respects, the terms and conditions of said Agreement #76-304 are hereby ratified and confirmed. Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15th day of March, 1978.

COUNTY OF YOLO, a political sub-division of the State of California

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

CITY OF WINTERS, a municipal corporation, incorporated under the laws of the State of California

BY Eugene Loh
MAYOR

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Patricia L. Jones (SEAL) VERIFY

Attachments to this Agreement:

Exhibit A Performance Standards for Agency

Exhibit B Budget for Agency

Approved as to Form
Dated March 15, 1978
County Counsel
of Yolo County

4. It is hereby mutually agreed and AGENCY hereby expressly acknowledges that an express condition precedent to the COUNTY'S duty to pay any funds pursuant to this Agreement is the receipt by COUNTY from the Area 4 Agency on Aging of the proportional share of COUNTY'S grant funds which are designated for payment to AGENCY. In said event, COUNTY'S obligation to pay shall be reduced in the same amount as the reduction of said grant funds, and AGENCY'S duty to perform shall be reduced in a like proportion.
5. In all other respects, the terms and conditions of said Agreement #76-304 are hereby ratified and confirmed. Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this March 15th day of ~~March~~ 1978.

COUNTY OF YOLO, a political sub-division of the State of California

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

CITY OF WINTERS, a municipal corporation, incorporated under the laws of the State of California

BY Eugene Loh
MAYOR

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Patricia Jones (SEAL) DEPUTY

Attachments to this Agreement:

Exhibit A Performance Standards for Agency

Exhibit B Budget for Agency

Approved is to Form
Dated 3/15/78
County Counsel
of Yolo County

CITY OF WINTERS
PERFORMANCE STANDARDS

1. To provide transportation services as necessary to older Americans living within the described geographical area.

Micro Fiched

EXHIBIT A

CITY OF WINTERS
BUDGET

1. Gasoline and maintenance for automobile used in furnishing transportation services:

$\$75 \times \text{twelve months} = \900.00

EXHIBIT B

FILED

APR 11 1978

LAURENCE P. MENDANA, Clerk

By: Deputy

AGREEMENT NO. 78-126

(Agreement to Release and Quitclaim to
County Lands Subject to Lease Agreement
No. 68-43)

THIS AGREEMENT made and entered into this 11th day of
April, 1978, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter
referred to as COUNTY, and YOLO SPORTSMEN'S ASSOCIATION, a non-
profit corporation, hereinafter referred to as SPORTSMEN,

W I T N E S S E T H:

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RECITALS

1. The parties to this agreement have heretofore entered into
Agreements No. 68-43, No. 73-14, 74-284, and No. 76-127, which
agreements lease certain lands therein described to SPORTSMEN.
2. It is now desired by both parties to said agreements to
release from the said leasehold, and quitclaim and assign
certain lands subject to said leases to the LESSOR thereof,
the County of Yolo.

AGREEMENTS

1. SPORTSMEN do now by this instrument release, assign, set over
and quitclaim to the County of Yolo a portion of the land
subject to said Agreements No. 68-43, No. 73-14, No. 74-284,
and No. 76-127, which portion is described in Exhibit "A"
Attached hereto and made a part hereof by reference thereto.
2. Said Agreements No. 68-43, No. 73-14, No. 74-284, and No. 76-127
shall continue in effect as to the remainder of the real
property described in same.

IN WITNESS WHEREOF, the parties hereto have executed
this agreement as of the year and day hereinabove set forth.

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COUNTY OF YOLO, a political subdivi-
sion of the State of California

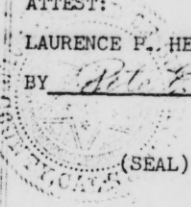
BY Arthur H. Branda
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pat. E. Lurac
DEPUTY

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(SEAL)

YOLO SPORTSMEN'S ASSOCIATION,
a non-profit corporation

BY Raymond L. Dawell
PRESIDENT

BY J. C. Sisson
SECRETARY

(SEAL)

Approved as to Form
Dated 4/11/78
Elizabeth J. Hule
County Clerk of Yolo County

EXHIBIT "A"

Description of property released and quitclaimed by YOLO
SPORTSMEN'S ASSOCIATION to COUNTY OF YOLO

A parcel of land being a portion of the Northwest Quarter of Section 34, Township 9 North, Range 1 East, M.D.B. & M., Yolo County, California, also being a portion of that property described in Agreement No. 68-43 between the Yolo Sportsmen's Association and the County of Yolo, said parcel of land being more fully described as follows:

Micro Fiched

COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South $89^{\circ}47'25''$ West 1457.99 feet along the North line of said Northwest Quarter of Section 34 to THE TRUE POINT OF BEGINNING; THENCE continuing along said North line South $89^{\circ}47'25''$ West 42.01 feet to the Northwest corner of the property described in Agreement 68-43; thence along the boundary of said property described in Agreement No. 68-43, the following 3 (three) courses: 1) South $00^{\circ}06'06''$ West 825.00 feet, 2) South $16^{\circ}37'23''$ East 1042.47 feet; 3) North $89^{\circ}47'25''$ East 56.96 feet to a point in a non-tangent curve, a radial line through said point bears South $59^{\circ}35'38''$ West; thence along said curve, concave to the East, with a radius of 770.00 feet, through a central angle of $15^{\circ}15'11''$, with a chord bearing North $22^{\circ}26'46''$ West 213.26 feet, an arc length of 213.94 feet; thence North $14^{\circ}29'11''$ West 702.93 feet to a tangent curve; thence along said curve, concave to the East, with a radius of 1970.00 feet, through a central angle of $15^{\circ}33'57''$, with a chord bearing North $06^{\circ}42'12''$ West 533.56 feet; thence North $01^{\circ}04'46''$ East 416.32 feet to the true point of beginning.

Containing 1.916 acres.

AFTER RECORDING
RETURN TO:

FOR RECORDER'S USE ONLY

PACIFIC GAS AND ELECTRIC COMPANY

Land Department

77 Beale Street

San Francisco, California 94106

Attn: Title Administration Unit

Location: City/Uninc. _____

Recording Fee _____

Documentary Transfer Tax \$ _____

☐ Computed on Full Value of Property Conveyed, or☐ Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale

Signature of declarant or agent determining tax _____

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EASEMENT

AGREEMENT No. 78-127**FILED**

MAY 15 1978

LAURENCE P. HENIGAN, Clerk

By *Robert A. Rodriguez*
Deputy

COUNTY OF YOLO, a public body of the State of California

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a California corporation

second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City ofWoodland County of Yolo, State of California, described

as follows:

APN: 64:05:30

The parcel of land situate in the City of Woodland conveyed by Frederick Bernerly Abele and Mary Elizabeth Abele to the County of Yolo by the deed dated January 3, 1944 and recorded in Book 205 of Official Records at Page 154, Yolo County Records.

Said facilities shall consist of:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures, and appurtenances, as second party deems necessary located along the route which is delineated by the heavy dashed line shown upon the print of second party's Drawing No. L-10-2-30 attached hereto and made a part hereof.

GRANTOR'S COPY AND MAP
DO NOT RETURN TO P.G. & E
RETAIN FOR YOUR RECORDS

Second party shall also have the right to trim _____
and clear away or otherwise control any trees or brush along said _____

facilities whenever considered necessary for the complete enjoyment of the rights hereby granted.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this fifteenth day
of MAY, 1978.

COUNTY OF YOLO

Approved as to Form

Deed

Elizabeth L. Truitt, Deputy
County Counsel of Yolo County

Arthur H. Edmonds
By: CHAIRMAN, BOARD OF SUPERVISORS,
Its: COUNTY OF YOLO, STATE OF CALIFORNIA

And By:

Its: LAURENCE P. HENIGAN, Clerk

Executed in the presence of:

WITNESS

Prepared SAR

Checked WEB/AS

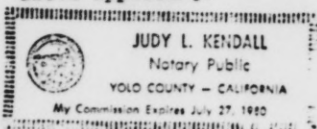
SACTO WO 5-1323-H D&C 27344-G
J-17-7, L-10-2-30 PT 03410
TION, R2E, MDBEN
Sec. 30, N 1/2 All
1-25-78

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

Micro Fiched

On May 15, 1978, before me, the undersigned, a
Notary Public in and for the said county and state, personally
appeared ARTEUR H. EDMONDS, known to me to be the
Chairman of the Board of Supervisors of the County of Yolo, and
also known to be to be the person who executed said document on
behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

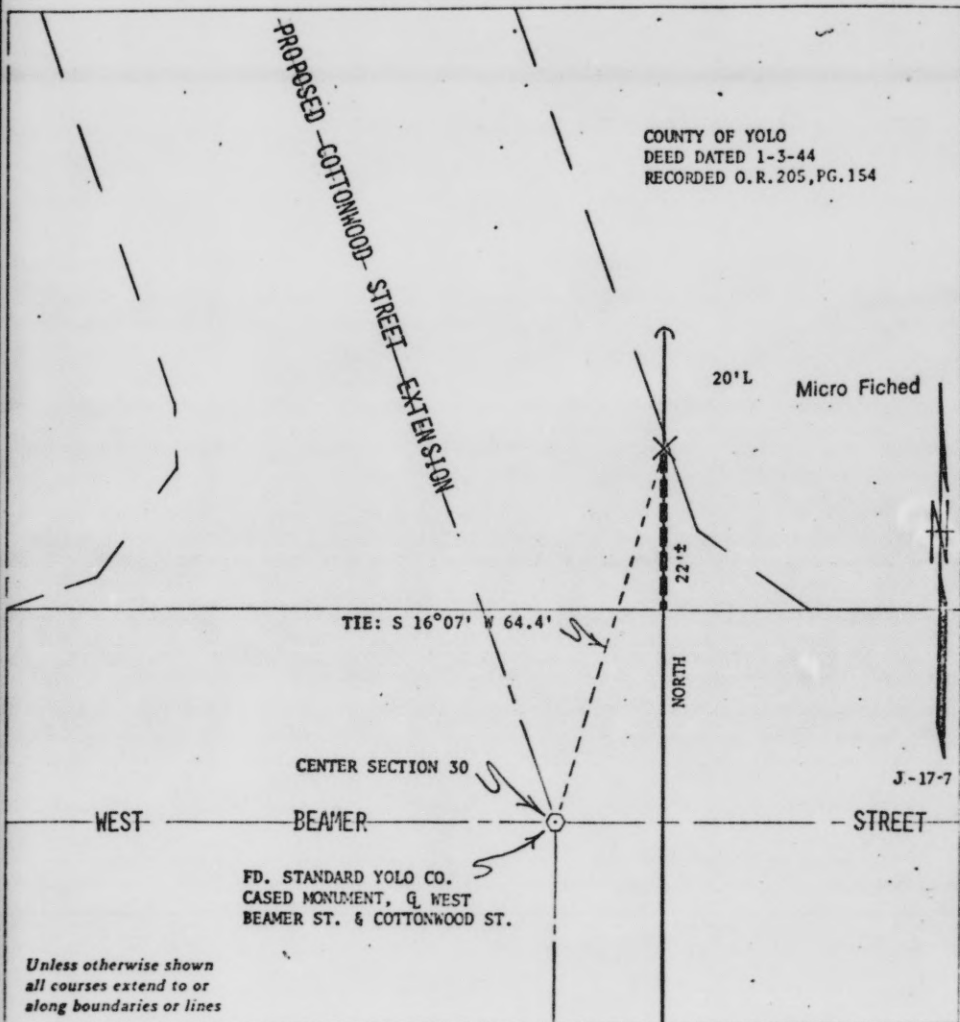
Witness my hand and official seal the day and year first
above appearing.



MAY 15 1978

Judy L. Kendall
NOTARY PUBLIC

My Commission Expires July 27, 1980



CITY, RANCHO, SUBDIVISION, ETC.

CITY OF WOODLAND

LEGEND	SCALE	SECTION	TOWNSHIP	RANGE	MERIDIAN
△ CALCULATED COORD.	1" = 20'	30	10N	2E	MDB&M
⊕ SCALED COORD.	DATE 1-25-78	COUNTY OF YOLO PG. 18	DR BY SAB	CH BY	
ALIFORNIA COORDINATES ZONE					
E					
N					
USGS QUAD					
REFERENCES	POLE RELOCATION	PG. 18 E	SACTO DIVISION	NO 5-1323-H AUTHORIZATION	L-10-2-30 DRAWING NO

FILED

MAY - 9 1978

LAURENCE P. HENIGAN, Clerk

By *Pauline Rodriguez*
Deputy

AGREEMENT NO. 78-128

(Agreement for Auditing Services)

THIS AGREEMENT MADE AND ENTERED into this 11th day of
April, 1978, by and between the County of Yolo, a
political subdivision of the State of California, by and through
the Grand Jury of the County of Yolo, hereinafter referred to as
GRAND JURY, and John F. Forbes & Company, Certified Public
Accountants of the City of Sacramento, State of California,
hereinafter referred to as AUDITORS,

W I T N E S S E T H:

Micro Fiched

I. EMPLOYMENT.

A. GRAND JURY after having been first empowered so to do
by the Superior Court of the State of California, in and for the
County of Yolo, has employed and does employ AUDITORS in accordance
with the following terms and conditions:

1. AUDITORS agree to make a careful and complete audit
and examination of the operations, accounts, and records, of those
officers and departments of said County of Yolo, as set forth in
Exhibit "A", which is attached hereto and incorporated herein
by reference, in accordance with Section 925 of the California
Penal Code for the period beginning July 1, 1977, and ending
June 30, 1978.

2. In accordance with California Government Code
Section 25250, AUDITOR agrees to audit the financial accounts
and records of all officers having the responsibility for the
care, management, collection or disbursement of money belonging

1 to the County of Yolo or money received or disbursed by them under
2 authority of law for the period beginning July 1, 1976 and ending
3 June 30, 1977, and for the period beginning July 1, 1977, and ending
4 June 30, 1978.

5 B. The AUDITORS hereby accept said employment and agree to
6 perform such audit in accordance with the terms and conditions
7 of this agreement and in accordance with the proposal of GRAND
8 JURY.

Micro Fiched

9 II. SCOPE OF AUDIT.

10 A. Concerning that portion of the audit described in sub-
11 paragraph "I.A." above, AUDITOR shall perform the audit as set
12 forth in Exhibit "A" attached hereto.

13 B. Concerning that portion of the audit described in sub-
14 paragraph "I.B." above, said audit shall specifically include tests
15 of the accounting records, receipts, disbursements, and financial
16 transactions, tax rolls accountability, Board of Supervisors
17 allowances, road funds, tax redemption, collateral, securities,
18 and all other accounts, books, papers, documents, files, and
19 correspondence necessary to complete a thorough and practical
20 audit covering all County offices, departments, agencies,
21 institutions, and offices of the said County of Yolo, and the
22 governmental departments and functions thereof all in accordance
23 with accepted governmental auditing practices. Said audit shall
24 also include an audit of the books and records of the Municipal
25 Courts of the County of Yolo, which books and records shall be
26 audited in accordance with the methods prescribed in that certain

1 pamphlet entitled "Standard Audit Program for Municipal Courts
2 and Justice Courts" prepared by the Controller of the State of
3 California. Said audit shall not include school districts and other
4 special districts under the direction of locally elected governing
5 boards, but it shall include special districts governed by the
6 Yolo County Board of Supervisors. AUDITORS shall prepare a separate
7 report for the Yolo General Hospital Enterprise fund.

8 III. LIAISON.

Micro Fiched

9 AUDITORS shall designate one of their members to act as
10 liaison between AUDITORS and GRAND JURY acting by and through
11 the duly appointed chairman of the audit committee of the
12 GRAND JURY.

13 IV. AUDIT PERSONNEL.

14 AUDITORS shall use only qualified and experienced personnel
15 in conducting the audit particularly those interested in auditing
16 procedures.

17 V. REPORTS.

18 A. Report upon recommendation.

19 AUDITORS shall make a report to the audit committee of
20 GRAND JURY as soon as reasonably possible after commencing the
21 audit as to whether or not the recommendations in the 1977 Grand
22 Jury Audit Report have been carried out or are being carried out
23 by the various County departments involved.

24 B. Progress reports.

25 AUDITORS shall make progress reports periodically during
26 the course of this engagement and shall confer with the audit

1 committee of GRAND JURY before the final preparation of the
2 audit report.

3 C. Preliminary Findings and Temporary Reports.

4 AUDITORS shall make preliminary findings and temporary
5 reports to the GRAND JURY as may be advisable should the audit
6 and examination disclose any matter or matters which may be deemed
7 advisable or expedient to bring to the immediate attention of the
8 GRAND JURY. Such preliminary report or statement may be made
9 orally to GRAND JURY by AUDITORS or in such written or temporary
10 manner as may be agreed upon.

Micro Fiched

11 D. Audit Reports.

12 Said audit shall be completed and reports thereon
13 furnished not later than August 31, 1978, together with
14 24 copies thereof.

15 VI. COMPENSATION.

16 A. The compensation to be paid to AUDITORS shall be based
17 upon the hourly rates as set forth below. The estimated compensation
18 for the various services to be performed under this Agreement are
19 as follows:

	Estimated Hours	Fee
Audits of the financial statements of the various funds of the County and Special Districts Governed by the Board of Supervisors:		
Fiscal Year 1976-77	840	\$13,860
Fiscal Year 1977-78	620	10,230
Additional auditing procedures - Special departments	250	4,125
TOTALS	<u>1,710</u>	<u>\$28,215</u>

1 B. The estimated fees set forth above are based upon the
2 following rates of compensation:

3 Partner	\$45.00
4 Manager	\$33.00
In-charge accountant	\$25.00
Senior accountant	\$20.00
5 Staff accountant	\$18.00

6 C. Said compensation shall be paid monthly upon submission
7 of an itemized statement with its claim. Micro Fiched

8 D. AUDITOR shall submit an itemized statement with its
9 claim for services rendered. Payments shall be made monthly on
10 the basis of progress billings presented, but such progress
11 payments shall at no time exceed eighty percent (80%) of the
12 maximum fee. Payment of the balance of the fee shall be made
13 upon completion of the final audit report and acceptance thereof
14 by GRAND JURY.

15 E. The total compensation to be paid to AUDITORS under this
16 agreement shall not exceed the sum of \$28,215, unless AUDITOR
17 first obtains the written permission of GRAND JURY, the Judge
18 of the Superior Court, and the Board of Supervisors.

19 VII. DETAIL WORK.

20 Notwithstanding the foregoing, it is expressly understood that
21 in the event AUDITOR encounters any circumstances in the conduct
22 of the audit or irregularities or unforeseen conditions which
23 warrant more detailed investigation or audit not within the
24 scope of the general audit, such circumstances shall be immediately
25 reported to the GRAND JURY, and if necessary, this Agreement may
26 be amended to provide for a more detailed audit and for additional

1 compensation to be paid therefor. In the event such circumstances
2 are encountered, AUDITOR shall immediately report such matter to
3 GRAND JURY for approval of a more detailed investigation or audit.

4 VIII. OTHER EMPLOYMENT.

5 During the term of this agreement, AUDITORS shall not accept
6 any employment by the County of Yolo or its officers, agents or
7 employees without the consent of GRAND JURY. Micro Fiched

8 IX. OTHER.

9 This audit is also made on behalf of the Board of Supervisors
10 of the County of Yolo to fulfill the obligation of the Board of
11 Supervisors pursuant to Section 25250 of the Government Code, and
12 is a joint and cooperative audit on behalf of both agencies.

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1 IN WITNESS WHEREOF, the GRAND JURY has caused this Agreement
2 to be executed in accordance with the terms of § 926 of the
3 California Penal Code, and AUDITORS have executed this Agreement,
4 all on the day and year hereinabove written.

5 GRAND JURY OF THE COUNTY OF YOLO

6 Micro Fiched

7 BY Blair J. Wiley
8 BLAIR J. WILEY, FOREMAN

9
10 BY Julia Plyman
11 JULIA PLYMAN, SECRETARY

12 JOHN F. FORBES & COMPANY, AUDITORS

13
14 BY Lloyd M. Gustafson
15 LLOYD M. GUSTAFSON

16
17 Compensation provided in
18 Agreement Approved for the
19 1977-78 Yolo County Grand Jury

20 Harry A. Ackley
21 HARRY A. ACKLEY
22 Judge of the Superior Court

23 BOARD OF SUPERVISORS OF THE COUNTY
24 OF YOLO, STATE OF CALIFORNIA

25 BY Arthur H. Edmonds
26 ARTHUR H. EDMONDS, CHAIRMAN

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3 BY Robert E. Lucas
Deputy



8 APPROVED AS TO FORM

9 CHARLES R. MACK
COUNTY COUNSEL

Micro Fiched

10 By Robert M. Mack
DEPUTY COUNTY COUNSEL

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EXHIBIT "A"

1) Probation Department

The additional procedures in the Probation Department will assess the accounting controls in effect in the Department's juvenile detention and rehabilitation programs. In addition, various tests will be conducted on the collection and disbursement of restitution payments, care and support changes, and fines and penalty assessments. - Approximately 25 hours

\$ 412.50

2) Sheriff's Department

The additional audit procedures in the Sheriff's Department will cover the special field services, and administrative services, particularly with regards to payroll controls and accounting controls over receipts and trust accounts. Tests of the equipment controls will also be conducted. - Approximately 35 hours

Micro Fiched

577.50

3) Public Administrator/Guardian

The additional procedures of the Public Administrator and Guardian will include testing the control over the cash and all checking and savings accounts. Tests will also be made of other property being held, and of the procedures for controlling and expediting the estates handled by the Public Administrator. - Approximately 20 hours

330.00

4) Health Department, Yolo General Hospital Enterprise Fund

The audit of the Yolo General Hospital Enterprise Fund will be a full audit of the Fund in accordance with generally accepted auditing standards. Additional audit procedures will be in the area of billing and collection controls and accounting systems. - Approximately 75 hours

1,237.50

5) Welfare Department

The additional procedures in the Welfare Department will include the control over eligibility, aid calculations and disbursements, and claim reimbursement from Federal and State agencies. - Approximately 65 hours

1,072.50

6) Auditor-Controller, EDP Section

5-9-78 The additional procedures in the EDP Section of the Auditor-Controller will ascertain the existence and reliability of general date processing controls, including organization, systems development and documentation, hardware, systems software, and physical security. In addition, analyses will be made of the progress of this section in meeting the County's needs. - Approximately 30 hours

\$ 495.00

Total - Approximately 250 hours

\$4,125.00

Micro Fiched

FILED

APR 19 1978

LAURENCE P. HENIGAN, Clerk

By

Richard D. Dwyer
Deputy

AGREEMENT NO. 78-129

(Agreement for Providing Certain Outpatient Services)

THIS AGREEMENT made and entered into this 8th day of

March, 1978, by and between the County of Yolo, a political subdivision

of the State of California, hereinafter referred to as COUNTY, and

George H. Stewart, M.D., a duly licensed physician, hereinafter
referred to as PROVIDER.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possesses the requisite expertise to provide the services contemplated in Recital 1, above.
3. PROVIDER agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Services: PROVIDER shall provide psychiatric evaluations, treatment and continuing care as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Program Chief or his designee(s).
2. Services have been performed in contemplation of the execution of this Agreement. Mental Health Services agrees to pay for said services in accordance with the provisions of Agreement No. 3 "C".
3. Payment.
 - A. COUNTY will compensate PROVIDER for said services at the rate of

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1 incorporated herein by reference.

2 6. Amendments. This writing, together with the Exhibits attached hereto, fully
3 expresses all understandings of the parties concerning all matters covered
4 and shall constitute the total Agreement. No addition to, deletion or
5 alteration of, the terms of this Agreement, whether by written or verbal
6 understanding of the parties, the officers, agents or employees, shall be
7 valid unless made in the form of a written amendment to this Agreement
8 which is formally approved and executed by the parties executing this
9 Agreement or their successors in office.

Micro Fiched

10 7. Term. This Agreement shall commence on March 8, 1978, and terminate
11 June 30, 1978. This Agreement may be terminated by either party upon
12 sixty (60) days' written notice to the other of such intention.

13 IN WITNESS WHEREOF, the parties have executed this Agreement as
14 of the day and year hereinabove set forth.

15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17 BY Arthur H. Edwards

18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19 ATTEST:

20 LAURENCE P. HENIGAN, CLERK

21
22 BY Laurence P. Henigan
23 CLERK

24
25 APPROVED AS TO FORM
26 CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth S. Fuchs

DEPUTY COUNTY COUNSEL

BY Gary A. Starn

1 MENTAL HEALTH SERVICES

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3 BY

C. P. Thomson

PROGRAM CHIEF

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Micro Fiched

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FILED

APR 19 1978

LAURENCE P. HENIGAN, Clerk

Baldwin
Deputy

AGREEMENT NO. 78-130

(Agreement for Providing Certain Outpatient Services)

THIS AGREEMENT made and entered into this 8th day of March, 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Hugo C. Biertuempfel, M.D., a duly licensed physician, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possesses the requisite expertise to provide the services contemplated in Recital 1, above.
3. PROVIDER agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Services: PROVIDER shall provide psychiatric evaluations, treatment and continuing care as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Program Chief or his designee(s).
2. Services have been performed in contemplation of the execution of this Agreement. Mental Health Services agrees to pay for said services in accordance with the provisions of Agreement No. 3 "C".
3. Payment.
 - A. COUNTY will compensate PROVIDER for said services at the rate of

- 1 TWENTY DOLLARS (\$ 20.00) per hour.
- 2 B. The maximum payments from COUNTY to PROVIDER shall be a sum not to
- 3 exceed TWENTY-ONE HUNDRED & SIXTY DOLLARS (\$ 2160.00).
- 4 C. Payments shall be made by COUNTY to PROVIDER monthly upon submission
- 5 of a claim to COUNTY countersigned and approved by the Program Chief
- 6 of County Mental Health Services or his designee(s). Micro Fiched
- 7 D. PROVIDER shall maintain full and complete records of services rendered
- 8 and compensated, and shall make said records available to audit by
- 9 COUNTY upon reasonable notice. Said records shall be maintained for
- 10 at least four (4) years.
- 11 3. Relationship of Parties. The relationship of COUNTY and PROVIDER is and
- 12 shall be construed to be that PROVIDER is an independent contractor of
- 13 COUNTY, and not an agent. At no time during the performance of this
- 14 AGREEMENT is any employee, agent or contractor of PROVIDER an employee,
- 15 agent or contractor of COUNTY for any purpose, nor shall he be construed
- 16 to be so. PROVIDER will be performing services normally performed by
- 17 COUNTY employees.
- 18 4. Liability. COUNTY assumes all responsibility for services covered under
- 19 the performance of this Agreement. COUNTY agrees to defend, indemnify and
- 20 hold PROVIDER harmless from any and all claims, liability or loss arising
- 21 in any way out of the negligent performance of this Agreement. COUNTY
- 22 does not assume responsibility or agree to defend, indemnify, or hold
- 23 PROVIDER harmless from claims, liability, or loss arising from intentional
- 24 conduct of PROVIDER.
- 25 5. Community Services Systems Manual. PROVIDER agrees to comply with all of
- 26 the provisions contained in the Community Services Systems Manual

1 incorporated herein by reference.

2 6. Amendments. This writing, together with the Exhibits attached hereto, fully
3 expresses all understandings of the parties concerning all matters covered
4 and shall constitute the total Agreement. No addition to, deletion or
5 alteration of, the terms of this Agreement, whether by written or verbal
6 understanding of the parties, the officers, agents or employees, shall be
7 valid unless made in the form of a written amendment to this Agreement
8 which is formally approved and executed by the parties executing this
9 Agreement or their successors in office. Micro Fiched

10 7. Term. This Agreement shall commence on March 8, 1978, and terminate
11 June 30, 1978. This Agreement may be terminated by either party upon
12 sixty (60) days' written notice to the other of such intention.

13 IN WITNESS WHEREOF, the parties have executed this Agreement as
14 of the day and year hereinabove set forth.

15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17 BY William H. Edwards

18 CHAIRMAN OF THE BOARD OF SUPERVISORS
19 4-17-78

20 ATTEST:

21 LAURENCE E. HENIGAN, CLERK

22 BY Laurence E. Henigan, Deputy

23 CLERK

24 BY James C. B. Thompson

FILED

APR 19 1978

LAURENCE P. HENIGAN, Clerk

By *Paula M. H. Jensen*
Deputy

AGREEMENT NO 78-131

(Agreement for Providing Certain Outpatient Services)

THIS AGREEMENT made and entered into this 8th day of
March, 1978, by and between the County of Yolo, a political subdivision
of the State of California, hereinafter referred to as COUNTY, and
Audrey Mertz, M.D., a duly licensed physician, hereinafter
referred to as PROVIDER.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possesses the requisite expertise to provide the services contemplated in Recital 1, above.
3. PROVIDER agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Services: PROVIDER shall provide psychiatric evaluations, treatment and continuing care as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Program Chief or his designee(s).
2. Services have been performed in contemplation of the execution of this Agreement. Mental Health Services agrees to pay for said services in accordance with the provisions of Agreement No. 3 "C".
3. Payment.
 - A. COUNTY will compensate PROVIDER for said services at the rate of

FILED

APR 19 1978

LAURENCE P. HENIGAN, Clerk

By *Laurence P. Henigan*
Deputy

AGREEMENT NO 78-131

(Agreement for Providing Certain Outpatient Services)

THIS AGREEMENT made and entered into this 8th day of March, 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Audrey Hertz, M.D., a duly licensed physician, hereinafter referred to as PROVIDER.

WITNESSETH:

Micro Fiched

RECITALS:

- COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
- PROVIDER represents that it possesses the requisite expertise to provide the services contemplated in Recital 1, above.
- PROVIDER agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

- Description of Services: PROVIDER shall provide psychiatric evaluations, treatment and continuing care as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Program Chief or his designee(s).
- Services have been performed in contemplation of the execution of this Agreement. Mental Health Services agrees to pay for said services in accordance with the provisions of Agreement No. 3 "C".
- Payment.
 - COUNTY will compensate PROVIDER for said services at the rate of

1 TWENTY-FIVE DOLLARS (\$ 25.00) per hour.

2 B. The maximum payments from COUNTY to PROVIDER shall be a sum not to
3 exceed EIGHTEEN HUNDRED DOLLARS (\$ 1800.00).

4 C. Payments shall be made by COUNTY to PROVIDER monthly upon submission
5 of a claim to COUNTY countersigned and approved by the Program Chief
6 of County Mental Health Services or his designee(s).

7 D. PROVIDER shall maintain full and complete records of services rendered
8 and compensated, and shall make said records available to audit by
9 COUNTY upon reasonable notice. Said records shall be maintained for
10 at least four (4) years. Micro Fiched

11 3. Relationship of Parties. The relationship of COUNTY and PROVIDER is and
12 shall be construed to be that PROVIDER is an independent contractor of
13 COUNTY, and not an agent. At no time during the performance of this
14 AGREEMENT is any employee, agent or contractor of PROVIDER an employee,
15 agent or contractor of COUNTY for any purpose, nor shall he be construed
16 to be so. PROVIDER will be performing services normally performed by
17 COUNTY employees.

18 4. Liability. COUNTY assumes all responsibility for services covered under
19 the performance of this Agreement. COUNTY agrees to defend, indemnify and
20 hold PROVIDER harmless from any and all claims, liability or loss arising
21 in any way out of the negligent performance of this Agreement. COUNTY
22 does not assume responsibility or agree to defend, indemnify, or hold
23 PROVIDER harmless from claims, liability, or loss arising from intentional
24 conduct of PROVIDER.

25 5. Community Services Systems Manual. PROVIDER agrees to comply with all of
26 the provisions contained in the Community Services Systems Manual

1 incorporated herein by reference.

2 6. Amendments. This writing, together with the Exhibits attached hereto, fully
3 expresses all understandings of the parties concerning all matters covered
4 and shall constitute the total Agreement. No addition to, deletion or
5 alteration of, the terms of this Agreement, whether by written or verbal
6 understanding of the parties, the officers, agents or employees, shall be
7 valid unless made in the form of a written amendment to this Agreement
8 which is formally approved and executed by the parties executing this
9 Agreement or their successors in office. Micro Fiched

10 7. Term. This Agreement shall commence on March 8, 1978, and terminate
11 June 30, 1978. This Agreement may be terminated by either party upon
12 sixty (60) days' written notice to the other of such intention.

13 IN WITNESS WHEREOF, the parties have executed this Agreement as
14 of the day and year hereinabove set forth.

15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17 BY Arthur D. Edwards
18

CHAIRMAN OF THE BOARD OF SUPERVISORS

19 ATTEST:

20 LAURENCE P. HENIGAN, CLERK

21
22 BY Robert E. Lucas, Deputy
23 CLERK

24 BY Rudolph W. Mertz
25
26

1 MENTAL HEALTH SERVICES

2
3 BY

4. C. R. Thomson
PROGRAM CHIEF

5
6
7 APPROVED AS TO FORM

8 CHARLES R. MACK
COUNTY COUNSEL

9 By

10 Elizabeth A. Frick
DEPUTY COUNTY COUNSEL

Micro Fiched

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1 incorporated herein by reference.

2 6. Amendments. This writing, together with the Exhibits attached hereto, fully
3 expresses all understandings of the parties concerning all matters covered
4 and shall constitute the total Agreement. No addition to, deletion or
5 alteration of, the terms of this Agreement, whether by written or verbal
6 understanding of the parties, the officers, agents or employees, shall be
7 valid unless made in the form of a written amendment to this Agreement
8 which is formally approved and executed by the parties executing this
9 Agreement or their successors in office. Micro Fiched

10 7. Term. This Agreement shall commence on March 8, 1978, and terminate
11 June 30, 1978. This Agreement may be terminated by either party upon
12 sixty (60) days' written notice to the other of such intention.

13 IN WITNESS WHEREOF, the parties have executed this Agreement as
14 of the day and year hereinabove set forth.

15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17 BY Arthur H. Edmunds
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19 ATTEST:

20 LAURENCE P. HENIGAN, CLERK

21
22 BY Robt E. Lacey Deputy
23 CLERK

24 BY Lawrence A. Lee, MD
25
26

1 incorporated herein by reference.

2 6. Amendments. This writing, together with the Exhibits attached hereto, fully
3 expresses all understandings of the parties concerning all matters covered
4 and shall constitute the total Agreement. No addition to, deletion or
5 alteration of, the terms of this Agreement, whether by written or verbal
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7 valid unless made in the form of a written amendment to this Agreement
8 which is formally approved and executed by the parties executing this
9 Agreement or their successors in office. Micro Fiched

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11 June 30, 1978. This Agreement may be terminated by either party upon
12 sixty (60) days' written notice to the other of such intention.

13 IN WITNESS WHEREOF, the parties have executed this Agreement as
14 of the day and year hereinabove set forth.

15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17 BY Arthur H. Edmore, Jr.
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19 ATTEST:

20 LAURENCE P. HENIGAN, CLERK

21
22 BY Laurence P. Henigan, Deputy
23 CLERK

24 BY Gerard A. Lee, MD
25
26

1 MENTAL HEALTH SERVICES

2

3 BY C. P. Thompson

4 PROGRAM CHIEF

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APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

9

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By Elizabeth S. Truck

DEPUTY COUNTY COUNSEL

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Micro Fiched

APR 19 1978

AGREEMENT NO. 78-133

AGREEMENT NO. 16-108
(Agreement for Providing Certain Outpatient Services)

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THIS AGREEMENT made and entered into this 8th day of March, 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Luke Kim, M.D., a duly licensed physician, hereinafter referred to as PROVIDER.

WITNESSETH:

Micro Fiched

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possesses the requisite expertise to provide the services contemplated in Recital 1, above.
3. PROVIDER agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Services: PROVIDER shall provide psychiatric evaluations, treatment and continuing care as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Program Chief or his designee(s).
2. Services have been performed in contemplation of the execution of this Agreement. Mental Health Services agrees to pay for said services in accordance with the provisions of Agreement No. 3 "C".
3. Payment.
 - A. COUNTY will compensate PROVIDER for said services at the rate of

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1 incorporated herein by reference.

2 6. Amendments. This writing, together with the Exhibits attached hereto, fully
3 expresses all understandings of the parties concerning all matters covered
4 and shall constitute the total Agreement. No addition to, deletion or
5 alteration of, the terms of this Agreement, whether by written or verbal
6 understanding of the parties, the officers, agents or employees, shall be
7 valid unless made in the form of a written amendment to this Agreement
8 which is formally approved and executed by the parties executing this
9 Agreement or their successors in office. Micro Fiched.

10 7. Term. This Agreement shall commence on March 8, 1978, and terminate
11 June 30, 1978. This Agreement may be terminated by either party upon
12 sixty (60) days' written notice to the other of such intention.

13 IN WITNESS WHEREOF, the parties have executed this Agreement as
14 of the day and year hereinabove set forth.

15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17 BY Arthur D. Edwards
18 CHAIRMAN OF THE BOARD OF SUPERVISORS
19 4-12-78

20 ATTEST:

21 LAURENCE P. HENIGAN, CLERK

22 BY Laurence P. Henigan
23 CLERK

24 BY Luke W. King
25
26

1 MENTAL HEALTH SERVICES

2
3 BY

C. P. Thomson
PROGRAM CHIEF

4
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8 APPROVED AS TO FORM
9 CHARLES R. MACK
COUNTY COUNSEL

10 By

Elizabeth S. Fuchs
DEPUTY COUNTY COUNSEL

Micro Fiched

FILED

APR 19 1978

LAURENCE P. H. NIGAN, Clerk

By: *Barbara Rodgers*
Deputy

AGREEMENT NO. 78-134

(Agreement for Providing Certain Outpatient Services)

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THIS AGREEMENT made and entered into this 8th day of

March, 1978, by and between the County of Yolo, a political subdivision

of the State of California, hereinafter referred to as COUNTY, and

Michael E. Redding, M.D., a duly licensed physician, hereinafter

referred to as PROVIDER.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possesses the requisite expertise to provide the services contemplated in Recital 1, above.
3. PROVIDER agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Services: PROVIDER shall provide psychiatric evaluations, treatment and continuing care as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Program Chief or his designee(s).
2. Services have been performed in contemplation of the execution of this Agreement. Mental Health Services agrees to pay for said services in accordance with the provisions of Agreement No. 3 "C".
3. Payment.
A. COUNTY will compensate PROVIDER for said services at the rate of

DOLLARS (\$20.00) per hour.

- D. The maximum payments from COUNTY to PROVIDER shall be a sum not to exceed FOURTEEN HUNDRED & FORTY DOLLARS (\$ 1440.00).
- C. Payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of County Mental Health Services or his designee(s).
- D. PROVIDER shall maintain full and complete records of services rendered and compensated, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.
- Micro Fiched

Micro Fiched

3. Relationship of Parties. The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this AGREEMENT is any employee, agent or contractor of PROVIDER an employee, agent or contractor of COUNTY for any purpose, nor shall he be construed to be so. PROVIDER will be performing services normally performed by COUNTY employees.
4. Liability. COUNTY assumes all responsibility for services covered under the performance of this Agreement. COUNTY agrees to defend, indemnify and hold PROVIDER harmless from any and all claims, liability or loss arising in any way out of the negligent performance of this Agreement. COUNTY does not assume responsibility or agree to defend, indemnify, or hold PROVIDER harmless from claims, liability, or loss arising from intentional conduct of PROVIDER.
5. Community Services Systems Manual. PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual

1 incorporated herein by reference.

2 6. Amendments. This writing, together with the Exhibits attached hereto, fully
3 expresses all understandings of the parties concerning all matters covered
4 and shall constitute the total Agreement. No addition to, deletion or
5 alteration of, the terms of this Agreement, whether by written or verbal
6 understanding of the parties, the officers, agents or employees, shall be
7 valid unless made in the form of a written amendment to this Agreement
8 which is formally approved and executed by the parties executing this
9 Agreement or their successors in office. Micro Fiched

10 7. Term. This Agreement shall commence on March 8, 1978, and terminate
11 June 30, 1978. This Agreement may be terminated by either party upon
12 sixty (60) days' written notice to the other of such intention.

13 IN WITNESS WHEREOF, the parties have executed this Agreement as
14 of the day and year hereinabove set forth.

15 COUNTY OF YOLO, a political subdivision
16 of the State of California

17 BY Arthur Edmunds
18

CHAIRMAN OF THE BOARD OF SUPERVISORS
19 41778

20 ATTEST:

21 LAURENCE P. HENIGAN, CLERK

22 BY Pat E. Lucas, Deputy
23 CLERK

24 BY McKallig
25
26

1 MENTAL HEALTH SERVICES

2
3 BY

C. P. Hanson
PROGRAM CHIEF

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8 Micro Fiched

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10 APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

11
12 By

Elizabeth S. Fuchs
DEPUTY COUNTY COUNSEL

Book
RECEIVED

JUN 28 1978

LAURENCE P. HENIGAN, Clerk

1 By Deputy

AGREEMENT NO. 78-135

JUN 28 1978
LAURENCE P. HENIGAN, Clerk

By *Debra G. Gentry*
Deputy

2 (Agreement Amending Agreement #77-232 as Amended by Agreement
3 #77-357 for Providing Certain In-patient and Out-patient Services)

4 THIS AGREEMENT made and entered into this 11th day of
5 April, 1978, by and between the County of Yolo, a political sub-
6 division of the State of California, hereinafter called COUNTY, and Sutter
7 Community Hospitals, a non-profit corporation, hereinafter called HOSPITAL.

8
9 WITNESSETH:

10 RECITALS:

Micro Fiched

11 The parties hereto wish to amend Agreement No. 77-232 in order to
12 provide for an increase in the payment ceiling provisions, necessitated by
13 higher than anticipated Mental Health Services' referral of patients.

14 AGREEMENTS:

15 1. Agreement 20, Page 3 of Agreement No. 77-237 is hereby amended to read
16 as follows:

17 A. The maximum payments from COUNTY to HOSPITAL during the term of
18 this Agreement shall be a sum not to exceed ten thousand eight
19 hundred twelve DOLLARS (\$10,812) as shown on Line 80 of attached
20 Program Budget (Exhibit "A"). Exhibit "A" shall be the basis for
21 and limitation of any and all reimbursement from COUNTY to HOSPITAL
22 for services provided. This budget includes additional revenues that
23 is anticipated HOSPITAL will receive from other sources.

24 2. All other provisions of said Agreement No. 77-232 as amended by Agreement
25 No. 77-357 shall remain in full force and effect as written in said Agree-
26 ment for the term thereof.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
2 as of the day and year hereinafter above set forth.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5
6 BY Arthur H. Edwards
7 CHAIRMAN OF THE BOARD OF SUPERVISORS
8

9 ATTEST:

10 LAURENCE P. HENIGAN, CLERK

Micro Fiched

11
12 BY Rita E. Lucas
13 DEPUTY CLERK

14 SUTTER COMMUNITY HOSPITALS, a non-profit
15 corporation

16 BY Wm. G. Schaeffer
17 ADMINISTRATOR

18 MENTAL HEALTH SERVICES

19
20 BY Ed Thomson

PROGRAM CHIEF

21
22
23 APPROVED AS TO FORM

24 CHARLES R. MACK
COUNTY COUNSEL

25 BY Elizabeth L. Fuchs
26 DEPUTY COUNTY COUNSEL

PROGRAM BUDGET

EXHIBIT "A"

FISCAL YEAR

COUNTY OF Yolo

DATE

CONTRACTOR: Sutter Community Hospitals

PROVIDER NO: 5704

SEE REVERSE SIDE

ITEMS	SERVICE TYPE COST CENTER	Outpatient	Inpatient									TOTAL	TOTAL
		15	65										
1	SALARIES & EMP. BENEFIT	00											
5	OPERATING EXPENSES												
10	EQUIPMENT												
15	REPAIRS												
20	OTHER												
40	CONTRACTS												
45	GROSS COST	500	13,512									14,012	
50	SAVINGS											14,012	
55	TOTAL GROSS COST	500	13,512										
60	1ST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION											14,012	
65	ADJUSTED GROSS COST	500	13,512										
68	REVENUES											700	
70	a. PATIENT FEES		200										
71	b. PATIENT INSURANCE		2,500									2,500	
72	c. MEDICAL - FEDERAL												
73	d. MEDICAL - NON-FEDERAL												
74	e. MEDICAL - OTHER												
75	f. MEDICAL - OTHER												
76	g. MEDICAL - OTHER												
77	h. MEDICAL - OTHER												
78	i. MEDICAL - OTHER												
79	j. MEDICAL - OTHER												
80	TOTAL REVENUES	-0-	1,200									3,200	
85	NET COST	500	10,312									10,812	
90	NET COST	500	91										
95	COST PER UNIT OF SERVICE	65.00	\$ 148.00										
100	DIVIDE LINE 85 BY 82												

APPROVED BY

FILED

JUN 27 1978

LAURENCE P. HENIGAN, Clerk

By: *Debra E. Conley*
Deputy

AGREEMENT NO. 78-136

(Agreement for Providing Certain Outpatient Services)

RECEIVED

JUN 27 1978

LAURENCE P. HENIGAN, Clerk

By:
Deputy

THIS AGREEMENT made and entered into this 11th day of

April, 1978, by and between the County of Yolo, a political sub-

division of the State of California, hereinafter referred to as COUNTY, and

Sacramento Child Guidance Clinic, a duly incorporated corporation, hereinafter

referred to as CLINIC.

WITNESSETH:

Micro Fiched

RECITALS:

1. COUNTY is desirous of providing outpatient services for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. CLINIC represents that it possesses outpatient psychiatric care facilities available which comply with all requirements specified by the State Department of Health and which are in accordance with the applicable sections of Title IX of the California Administrative Code, hereinafter referred to as "The Code"; and the requisite expertise to provide the services contemplated in recital 1, above.
3. CLINIC agrees to provide the services for COUNTY described herein under the terms and conditions setforth in this Agreement.

AGREEMENTS:

1. Description of Services; CLINIC shall provide medical evaluations, prescriptions and neurological evaluations for children through the age of eighteen (18) or for children over such age but still attending high school upon referral to CLINIC by COUNTY MENTAL HEALTH SERVICES, Program Chief or his designee(s), for the purpose of making such referrals. No

1 person shall be entitled to receive services pursuant to this Agreement
2 unless such prior written authorization is given by COUNTY.

3 2. Payment:

- 4 a. COUNTY will compensate CLINIC for said services in accordance with
5 the fee schedule attached as exhibit "A" and incorporated herein
6 by reference thereto.
- 7 b. The maximum payments from COUNTY to CLINIC shall be a sum not to
8 exceed five thousand dollars (\$5,000). Micro Fiched
- 9 c. Payments shall be made by COUNTY to CLINIC monthly upon submission
10 of a claim to COUNTY countersigned and approved by the Program Chief
11 of COUNTY or designee(s) detailing services rendered and time spent
12 on each category thereof.
- 13 d. CLINIC shall maintain full and complete records of services rendered
14 and compensated, and shall make said records available to audit by
15 COUNTY upon reasonable notice. Said records shall be maintained for
16 at least four (4) years.

- 17 3. Relationship of Parties. The relationship of COUNTY and CLINIC is and
18 shall be construed to be that CLINIC is an independent contractor of
19 COUNTY, and not an agent. At no time during the performance of this
20 Agreement is any employee, agent or contractor of CLINIC an employee,
21 agent or contractor of COUNTY for any purpose, nor shall he be construed
22 to be so.

- 23 4. Liability. CLINIC assumes all responsibility for services covered under
24 the performance of this Agreement. CLINIC shall purchase and maintain
25 for duration of this Agreement a policy of malpractice insurance in
26 the amount of \$1,000,000/\$1,000,000. CLINIC agrees to defend, indemnify

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

DEPUTY COUNTY COUNSEL

- 1 and hold COUNTY harmless from any and all claims, liability or loss
2 arising in any way out of the performance of this Agreement.
- 3 5. Community Services Systems Manual. CLINIC agrees to comply with all
4 of the provisions contained in the Community Services System Manual
5 incorporated herein by reference. Micro Fiched
- 6 6. Amendments. This writing, together with the Exhibits attached hereto,
7 fully expresses all understandings of the parties concerning all matters
8 covered and shall constitute the total Agreement. No addition to,
9 deletion or alteration of, the terms of this Agreement, whether by
10 written or verbal understanding of the parties, the officers, agents
11 or employees, shall be valid unless made in the form of a written
12 amendment to this Agreement which is formally approved and executed
13 by the parties executing this Agreement or their successors in office.
- 14 7. Term. This Agreement shall commence on February 1, 1978, and terminate
15 June 30, 1978. This Agreement may be terminated by either party upon
16 sixty (60) days written notice to the other of such intention.

17 IN WITNESS WHEREOF, the parties have executed this Agreement as
18 of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

By William E. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

4-17-78

19 ATTEST:

20 LAURENCE P. HENIGAN, CLERK

21 BY P. E. Lucas
22 Deputy CLERK

MENTAL HEALTH SERVICES

BY W. J. Thomson
Program Chief

SACRAMENTO CHILD GUIDANCE CLINIC, INC.

BY James A. ...
ADMINISTRATOR

4/23/78

SACRAMENTO CHILD GUIDANCE
CENTER MEDICAL GROUP, INC.
PSYCHIATRY FOR CHILDREN AND ADOLESCENTS
4826 EL CAMINO AVENUE
CARMICHAEL, CALIFORNIA 95808
481-3971

1/13/78

Micro Fiched

Dr. Captane
Yolo County Mental Health Clinic
P.O. Box 1217
Woodland, California

Dear Dr. Captane:

Below is a schedule of our charges
as requested by phone on today's
date. These charges are for Drs.
Margolis, Clark and Ridders, Child
Psychiatrists:

\$80.00 - Initial Psychiatric Consultation

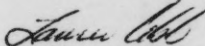
\$60.00 - Psychotherapy, 1 hour

\$30.00 - Psychotherapy, Medication
Review, etc. 1/2 hour

\$28.00 - Activity group therapy, 2 hrs

I hope this information is sufficient.
If any questions, please contact me.

Yours truly,



Lauren Cobb
Secretary

FILED

APR 18 1978

LAURENCE P. HENIGAN, Clerk

By *Paula A. Rodgers*
Deputy

AGREEMENT NO. 78- 137

(Amendment of Lease Agreement)

THIS AMENDMENT OF LEASE AGREEMENT is made on April 18, 1978, between the COUNTY OF YOLO, a political subdivision of the State of California ("LANDLORD"), and DUANE CHAMBERLAIN, Rt. 1 Box 375, Woodland, California, 95695 ("TENANT"), who agree as follows:

RECITALS:

This amendment of lease agreement is made with reference to the following facts and objectives:

1. The LANDLORD and TENANT entered into a written lease agreement dated July 26, 1977, known as Yolo County Agreement No. 77-203. Micro Fiched
2. In said Agreement No. 77-203, LANDLORD leased to TENANT, and TENANT leased from LANDLORD, a portion of the Yolo County Airport for the purpose of producing crops consisting of oats, hay or barley.
3. The term of said Agreement expires on July 31, 1978.
4. The parties desire to amend Lease Agreement No. 77-203 to terminate that portion of the lease on a strip of land to be used as right of way for the construction of an airport access road.

AGREEMENTS:

1. Description. The following amendment shall be added to Exhibit "A" of Lease Agreement No. 77-203:

EXCEPTING THEREFROM:

Two parcels of land being portions of the Northwest Quarter of Section 34, Township 9 North, Range 1 East, M.D.B. & M., Yolo County, California, said parcels being more fully described as follows:

PARCEL 1

COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South 89°46'55" West

1550.00 feet along the North line of said Northwest Quarter to the TRUE POINT OF BEGINNING; THENCE continuing along the North line of said Northwest Quarter South 89°46'55" West 18.00 feet; thence South 01°04'16" West 692.43 feet; thence South 14°29'41" East 118.38 feet; thence North 00°05'36" East 806.99 feet to the true point of beginning.

Containing 0.419 acres.

PARCEL 2

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COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South 89°46'55" West 1568.00 feet along the North line of said Northwest Quarter; thence South 01°04'16" West 692.44 feet; thence South 14°29'41" East 257.37 feet to THE TRUE POINT OF BEGINNING; THENCE continuing South 14°29'41" East 723.02 feet to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 830.00 feet, through a central angle of 30°50'05", with a chord bearing South 29°54'43" East 441.31 feet, an arc length of 446.68 feet to a tangent line; thence South 45°19'46" East 200.00 feet to a tangent curve; thence along said curve, concave to the Northwest, with a radius of 770.00 feet, through a central angle of 45°31'09", with a chord bearing South 22°34'11" East 595.77 feet, an arc length of 611.73 feet to a tangent line; thence South 00°11'23" West 1549.66 feet thence North 88°42'42" West 384.12 feet; thence South 01°17'18" West 60.00 feet; thence South 88°42'42" East 360.75 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 25.00 feet, through a central angle of 88°54'05", with a chord bearing South 44°15'39" East 35.01 feet, an arc length of 38.79 feet; thence South 89°48'37" East 60.00 feet; thence North 00°11'23" East 1634.20 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 830.00 feet, through a central angle of 45°31'09", with a chord bearing North 22°34'11" West 642.20 feet, an arc length of 659.40 feet to a tangent line; thence North 45°19'46" West 200.00 feet along said line to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 770.00 feet, through a central angle of 14°54'54", with a chord bearing North 37°52'19" West 199.88 feet, an arc length of 200.44 feet to a non-tangent line; thence South 89°46'55" West 56.96 feet along said non-tangent line; thence North 16°37'53" West 920.82 feet to the true point of beginning.

Containing 4.572 acres.

2. Effectiveness of Lease Agreement. Except as set forth in this amendment of lease agreement, all provisions of Lease Agreement No. 77-203 shall remain unchanged and in full force and effect.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement the day and year first above written.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 By Arthur H. McDonalds
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7 LANDLORD

8 ATTEST:

9 Laurence P. Henigan, Clerk

Micro Fiched

10 By John E. Lucas, Deputy

11 (Seal)

12
13 By Duane Chamberlain
14 DUANE CHAMBERLAIN

15 TENANT

16
17
18 APPROVED AS TO FORM

19 CHARLES R. MACK
20 COUNTY COUNSEL

21 By [Signature]
22 DEPUTY COUNTY COUNSEL

23
24
25
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27
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30
31
32
1/21/78

BK

YOLO COUNTY AGREEMENT NO. 78-138
AMENDMENT NUMBER 1

FILED

to
COOPERATIVE AGREEMENT
for

CLARKSBURG ANGLING ACCESS AREA

SEP - 31981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Jimmy D. Lucas
DEPUTY

That Certain agreement dated April 15, 1958, by and between the State of California, acting by and through its duly appointed, qualified, and acting Director of the Department of Fish and Game, hereinafter called the State, and the County of Yolo, a political subdivision of the State of California, herein- after called the County, is hereby amended as follows:

Paragraph 6 is amended to read: "This agreement shall be for the term ending June 30, 2003. ^{PS} Either party hereto may terminate this agreement at any time during the term hereof by giving notice to the other party ^{PS} ~~at least ninety days next prior to the date when such termination shall become effective.~~"

All other terms and conditions of said Cooperative Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment to agreement has been executed by the parties hereto this 10 thday of April, 1978

RECEIVED

JUN 10 1981

COUNTY OF YOLO

CHIEF COUNSEL
Department of General Services

BY Arthur H. Edmunds
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA



ATTEST:
LAURENCE P. HENIGAN, Clerk
BY Pete E. Lucas
Deputy

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Charles W. Hart

By Elizabeth L. Friel
DEPUTY COUNTY COUNSEL

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

Charles W. Hart



**CUBIC
CORPORATION**

9233 Balboa Ave. • Post Office Box 80787
San Diego, CA 92168

RECEIVED

MAR 3 1978

LAURENCE P. HENIGAN, Clerk

By *[Signature]*
Deputy

AGREEMENT NO. 78-139

ELECTION SERVICE AGREEMENT

SECTION I - SERVICES, COSTS AND PERIOD OF PERFORMANCE

1. This agreement is entered into between CUBIC CORPORATION, 9233 Balboa Avenue, San Diego, California, hereinafter known as "Vendor" and YOLO COUNTY herein-after known as the "Customer", to provide election support services, and the furnishing of necessary replacement parts on Cubic Vote Counters and Cubic buffers, owned or leased by the Customer for the fees and for the coming year shown below.

<u>Description</u>	<u>Serial Numbers</u>	<u>Qty.</u>	<u>Fee Unit/ Contract Yr.</u>	<u>Total Fee/ Contract Yr.</u>
Vote Counters Model No. P-23	14,27,28,31,43,49, 56,63,78,89	10	\$1,250.00	\$12,500.00
				Micro Fiched
Buffers Model CH11	30	1	\$1,250.00	\$ 1,250.00

FILED

APR 25 1978

LAURENCE P. HENIGAN, Clerk

By *[Signature]*
Deputy

2. Fees will be due thirty days after presentation of an invoice following approval of this agreement by the Customer and Vendor.
3. This Agreement is effective as of JULY 1, 1978 through and including the contract year ending JUNE 30, 1979. This Agreement supersedes and cancels any other election service agreement between Vendor and the Customer in effect prior to the effective date of this agreement regarding the equipment listed above.
4. This agreement is to be performed in the manner set forth in Section II "Terms and Conditions".

SECTION II - TERMS AND CONDITIONS

A. Equipment Maintenance

1. Concept of maintenance for the above described equipment shall consist of preventive maintenance, inspection and repair as necessary to assure compliance with Chapter 5, Section 15119 of the California Election Code (as amended in 1976), Chapter 246, Section 3.

RECEIVED

MAR 3 1978

LAURENCE P. HENIGAN, Clerk

By [Signature] Deputy

2. Maintenance shall include repair or replacement of all defective parts and/or the incorporation of compliant substitute items as determined by Vendor.
3. Vote counters and buffers shall be made available for maintenance actions between scheduled elections in accordance with periodic maintenance schedules mutually agreed upon. This shall include the availability of the interfacing electronic data processing equipment when applicable and required for full system certification.

B. Election Support

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1. Pre-election support, other than machine maintenance, is limited to the performance of machine-ballot compatability and shall be accomplished with the ballot to be used in the ensuing election within 30 days prior to that election.
2. Printing of ballot shall be in accordance with Cubic specification #BPI-2.
3. Ballots for accomplishing machine compatability shall be made available 30 days before the scheduled election.
4. The Customer shall notify Vendor at least 45 days in advance, in writing, when equipment will be used in forthcoming election.
5. The equipment shall be emplaced and connected to adequate electrical power on site within a reasonable time before the scheduled date of election, as mutually agreed between the parties, to allow Vendor or its authorized representatives, to adjust, check out, and complete any necessary connections to the equipment. Such reasonable time shall in no event be less than ten working days from the scheduled date of elections.
6. The Vendor shall have sufficient authorized representation during the equipment usage period for election purposes to assure the compliance of the equipment with the previously cited code. This agreement does not provide for any data processing support or service of data processing interfaces.

C. Exclusions and Liabilities

1. Labor, parts and expense necessary to repair damage caused by accident, civil disturbance, riot, fire, water, Acts of God, or forces of nature or unwarranted abuse, customer initiated overhaul or alteration of the equipment are not included in this agreement. When such service is required, a quotation will be submitted for approval and contractual amendment prior to performance.

RECEIVED

MAR 8 1978

LAURENCE P. HENIGAN, Clerk

By *Laurence P. Henigan*
Deputy

2. This agreement does not include the incorporation of new attachments, or providing operating supplies by Vendor. Any new attachment added to a machine during the period of this agreement shall be incorporated by written amendment to this agreement, after mutual agreement regarding adjustments to the Election Service Fee (if any) by such addition.
3. Vendor hereby agrees to defend, at Vendor's expense, or to provide for the defense of the Customer in any litigation instituted against the Customer which is based upon a claim of infringement of any United States Letters Patent arising out of the use of the equipment covered by this agreement, whether such litigation be based upon a claim for damages, or injunction, or both. Vendor further agrees to assume and hold the Customer harmless from any monetary damages, if such should be awarded, against the Customer in any such litigation.

SECTION III - EXECUTION

Micro Fiched

This agreement shall be binding upon its being duly executed by both of the parties hereto.

Dated April 7, 1978

Dated APR 25 1978

By _____

By *Arthur H. Chivers*

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Title _____

Attest: LAURENCE P. HENIGAN, Clerk

By *William R. Reimer*

By *Laurence P. Henigan*
DEPUTY

Title *Secretary and General Counsel*

By _____

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *Charles R. Mack*
DEPUTY COUNTY COUNSEL

Local Agency Yolo County
Date March 13, 1978
Supplement No. 3
To Local Agency-State
Agreement No. 03-5922

AGREEMENT NO. 78-140

PROGRAM

OF

LOCAL AGENCY FEDERAL AID URBAN SYSTEM PROJECTS

IN THE

Micro Fiched

FILED

MAY - 1 1978

LAURENCE P. HENIGAN, Clerk

By Paul A. Rodgers
Deputy

Yolo County
Local Agency

Pursuant to the Federal Aid for Urban Systems Acts, the attached "Program" of Federal Aid Urban System Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on July 17, 1977, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of ~~County~~ County Resolution No. 78-64 approved by the ~~Board of Supervisors~~ Board of Supervisors on 4-25-78 (See copy attached).

Yolo County

Local Agency

By Anthony H. Edwards

Title

Approved for State

Attest: LAURENCE P. HENIGAN, Clerk

Clerk

By Patricia E. Lucas

DEPUTY

Date 4-25-78

Leo D. Smith
District Director of Transportation

District 03
Department of Transportation

Form DH-OLA-411 (5/77)

Approved as to Form

Dated 5-1-78

Elizabeth A. Smith, Deputy
County Counsel of Yolo County

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

Accounting Officer	\$340,000
Category	220
Fund Source	AF 208
Chapter Statutes	320
Item	1976
Fiscal Year	1977-78
Program Code	H66
205(c)	205(c)

PROGRAM
of
FEDERAL AID URBAN SYSTEM PROJECTS

EXHIBIT B

DATE: March 13, 1978

PROGRAM SUPPLEMENT NO.: 3

LOCAL AGENCY: Yolo County

Project No.	Location & Description	Total Cost	Federal Funds	Matching Funds*	
				<u>State</u>	<u>County</u>
M-5084(4)	In Yolo County on Rte. 84 from West Capital Ave. to F. St and on F St. from Rte. 84 to E St.		CONSTRUCTION		
	Grade, base, surface, drainage & signal modification.	<u>\$672,800</u>	<u>\$340,000</u>	<u>\$251,000</u>	<u>\$81,000</u>
	TOTALS	\$672,800	\$340,000	\$251,000	\$81,000

*Local Agency Funds unless otherwise specified

Special Covenants or Remarks: 1. All maintenance, involving the physical condition and the operation of the improvements, referred to in Article VI MAINTENANCE of the aforementioned Master Agreement will be performed by the State at regular intervals or as required for efficient operation of the completed improvements., except that all of F Street and the facilities right of Engineers approximate Stations 28 + 52 and 34 + 10 will be maintained by the County as provided for in Cooperation Agreement No. 757.

Yolo County
March 13, 1978
Page 2

2. The State of California will prepare plans, specifications and estimate; advertise, and award the contract; administer construction and pay the contractor on this project.
3. The actual funds for the project will be set up on the basis of contract prices after the bids for the work have been opened. In awarding, or agreeing to award the contract, the County agrees to use maximum Federal funds participation and accepts any increase in Local Agency Funds. Attention is directed to Cooperative agreement No. 757 regarding the allocation of all of the remaining FAU funds for the construction of Route 84.
4. The availability of Federal funds will be subject to meeting deadlines and/or other conditions as may be imposed by the Director upon the recommendation of the Federal-aid Urban Advisory Committee.
5. The use of Federal Funds for this project is subject to the project being selected as part of the interim and the multi-year FAU program for Yolo County.

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STANDARD AGREEMENT —

STATE OF CALIFORNIA
STD. 3 (REV. 11/75)APPROVED BY THE
ATTORNEY GENERALYolo County
AGREEMENT NO. 78-141
☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF SEN. SER.
☐ CONTROLLER
☐
☐

THIS AGREEMENT, made and entered into this 30th day of March, 19 78,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director -- CSEOO	AGENCY Employment Development Department California State Economic Opportunity Office	NUMBER 78001829 Amend
hereafter called CSEOO, and YOLO COUNTY FOR YOLO COUNTY ECONOMIC OPPORTUNITY COMMISSION		
hereafter called the Contractor.		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Not forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

AMENDMENT NO. 1

Agreement No. 78001829, entered into on January 1, 1978, referencing the U. S. Department
of Energy Low-Income Weatherization Assistance Program, is hereby amended as follows:

- Article 1. is revised by changing the March 31, 1978 date to June 30, 1978.
- Article 4.A. is revised by (a) the addition of the following paragraph, and (b) the
deletion of the last paragraph and substituting the following in lieu thereof:
 - "Contractor shall verify applicant income for a randomly selected sample
10 percent of the homes to be weatherized. Further, each applicant shall
be required to sign a Release of Information form (to be provided by CSEOO)."

Approved on 10/10/78
by [Signature]
County of Yolo Clerk

Micro Fiched

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY **Employment Development Department
California State Economic Opportunity Office**

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION
PARTNERSHIP, ETC.)

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

TITLE

Director--CSEOO

**Chairman, Board of Supervisors
County of Yolo**

ADDRESS **P.O. Box 1098
Woodland, California 95605**

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services
Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
\$	ITEM	CHAPTER	STATUTES	FISCAL YEAR
\$ UNENCUMBERED BALANCE				
\$ ADD. INCREASING ENCUMBRANCE	FUNCTION			
\$				
\$ ADD. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
\$				

I hereby certify upon my own personal knowledge that budgeted funds
are available for the period and purpose of the expenditure stated above.

F.B.A. NO.

S.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209
have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

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6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

2. (Continued)

- b. "Documents which may be used as proof of income eligibility may include the following: W-2 form, Welfare Basic Grant form, Social Security Statement of Earnings, etc."

3. Article 4.B. is revised by the deletion of the last sentence.

4. Article 4.C. is revised by deleting the following language from the third sentence,

"including the energy conservation techniques therein or the CSA Form 481, December 1975, "Building Weatherization Plan", "

and replacing said language with the following:

"using the Project Retro-Tech Home Weatherization Job Book and OMB No. 38-R0198, "Building Weatherization Report", "

5. Article 4.K. is revised by deleting the second sentence and replacing it with the following language:

"Allowable administrative expenses shall not include any costs of labor, ^{Micro Fiched} except for supervisors and foremen, to carry out a weatherization project under this agreement."

6. Article 4.L. is revised by deleting the first sentence and replacing it with the following language:

"To have in effect and to maintain public liability and property damage insurance, including but not limited to, premises and automobiles, with minimum liability limits of Three Hundred Thousand Dollars (\$300,000) for bodily injury or death of any person, and damage to property of not less than Three Hundred Thousand Dollars (\$300,000) resulting from any occurrence."

7. The \$250 figure in Article 4.N. is changed to \$350.

8. Article 4.Q. is revised by:

- a. deleting the words "as per CSA Instruction 6143-1a," from the first sentence;
- b. deleting the first sentence in 4.Q.(3) and substituting the following language in lieu thereof:

"Shall recommend to Contractor a system for inspection of completed work for quality of materials and workmanship that will assure:";

8. (Continued)

- c. and deleting the first sentence of the last paragraph, substituting said language in lieu thereof:

"Any exceptions must be approved prior to service delivery by the Contractor and CSEOO on a case by case basis, on the recommendation of the Project Advisory Committee and based on documented needs."

9. Article 4.S. is added:

- (1) The Contractor shall submit to CSEOO within 120 days after the termination of this contract three copies of an audit report (including financial statements and management letters).

Private Contractors shall secure the services of an independent certified public accountant, or independent public accountant, certified or licensed by the State of California.

Local government or public agency Contractors may substitute the auditing official or official governmental auditing agency which customarily conducts the agency's audits.

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Audits shall be conducted in conformance with the standards set forth in CSA Manual 2410-1, Audit Guide. (Contact CSEOO if copy of CSA Manual 2410-1 is required).

- (2) Contractors receiving funding under Round II of the U. S. Department of Energy Low-Income Weatherization Assistance Program may defer compliance with 4.S. (1) to within 120 days following termination of the Round II contract for which the tentative effective dates are from July 1, 1978 to December 31, 1978.

All other terms and conditions shall remain unchanged.

YOLO COUNTY AGREEMENT NO. 78-142

U.S. Contract No.
14-06-200-8317-A

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Central Valley Project, California

CONTRACT TO PROVIDE FOR CROSSING OF AND INTERFERENCE
WITH YOLO COUNTY ROADS AND ROAD RIGHTS OF WAY
BY THE TEHAMA-COLUSA CANAL AND
APPURTENANT WATER DISTRIBUTION SYSTEMS
FEATURES OF THE SACRAMENTO CANALS UNIT

Micro Fiched

THIS CONTRACT, made as of the day of , 19 ,

in accordance with the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amandatory thereof or supplementary thereto, all such acts being commonly known and referred to as the Federal Reclamation Laws, and particularly pursuant to the Act of Congress dated September 26, 1950, (64 Stat. 1036), by and between THE UNITED STATES OF AMERICA, hereinafter styled the "United States," represented by the officer executing this instrument on its behalf, which officer, his successor and his duly authorized representative are hereinafter severally called the "Contracting Officer," and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter styled the "County," acting by and through its Board of Supervisors;

WITNESSETH, THAT:

WHEREAS, the United States proposes the construction of the Tehama-Colusa Canal, a feature of the Sacramento Canals Unit, Central Valley Project, in the County of Yolo, State of California, hereinafter referred to as "Canal"; and

Revised by
Ague. # 78-188
RES. # 78-105

WHEREAS, the United States, in connection with said Canal intends to construct appurtenant water distribution systems, which systems may include laterals, siphons, culverts, pipelines and other facilities, and are hereinafter referred to as "System"; and

WHEREAS, the United States, in connection with the construction, operation and maintenance of said Canal will construct certain features thereof across certain County Road rights of way and in connection with the construction, operation and maintenance of said System will construct certain features thereof in, on, along and across certain County Road rights of way; and

Micro Fiched

WHEREAS, the County, in connection with the construction, operation and maintenance of its County Roads may desire to construct segments thereof or appurtenances thereto, across certain lands in which the United States has or will have acquired estates for the construction of and use by it for said Canal and System; and

WHEREAS, the parties hereto desire to establish areas of joint use, which areas shall be defined and described by mutual agreement prior to construction, hereinafter referred to as "common areas," and to establish permanent rights to the joint use of such common areas for their respective facilities; and

WHEREAS, the said construction on and the use of the said common areas by the United States for the said Canal and System and by the County for said County Roads may require alteration of the other party's respective facilities;

NOW, THEREFORE, in consideration of the provisions, premises and covenants herein set forth, the parties hereto agree as follows:

1. The United States shall provide the County, not later than 90 days prior to any call for bids for construction work, with pertinent preliminary survey and design data, including plans and profiles as shall be prepared for said Canal and System in areas where use of said County Road rights of way is required.

2. The County shall promptly review such data to determine the effect of said Canal and System upon existing County Roads, and shall, within 30 days after receipt thereof, furnish the United States with comments and/or approvals relative thereto.

Micro Fiched

3. Upon the approval by the County of said preliminary data for the Canal and System, subsequent construction of replacement County facilities, based, where applicable on current County design standards, shall be substantially in accordance with said approved plans or any mutually approved revision thereof.

4. The County, in accordance with the terms of this agreement, hereby grants to the United States, the right to enter upon and permanently use its County Road rights of way for the purpose of constructing bridges, bridge approaches and appurtenances, and constructing and reconstructing road beds, road surfaces and their appurtenances, in connection with the construction, operation and maintenance of the Canal and System. The County will grant to the United States all rights, title and interest which the County may have within County Road rights of way, and the United States

shall prepare the necessary deeds or other documents together with all descriptions, maps and plats to implement the provisions of this paragraph.

5. The United States shall, where the necessity exists, construct at its sole cost and expense, bridges and bridge approaches at locations where the Canal crosses the County Road rights of way. Said bridges shall be constructed in accordance with "Water Resources Development Act of 1974 (P. L. 93-251, 88 Stat. 17)." The location of and necessity for construction of a bridge at any particular crossing shall be determined by mutual agreement between the Contracting Officer and the Director of Public Works for the County. Prior to construction of any such bridge the County shall furnish whatever evidence of title it may have to the United States of the County easement and right of way for the affected portions of the County Roads.

Micro Fiched

6. (a) At locations where a portion of said System of the United States crosses or is constructed within existing County Road right of way, and provided that restoration is necessary as determined by mutual agreement of the Contracting Officer and the Director of Public Works for the County, the United States shall reconstruct, restore road drainage upon, repave and repair those portions of the County Roads and rights of way areas which have been excavated or otherwise altered or damaged by the United States.

(b) Whenever it shall be determined by the Contracting Officer and the Director of Public Works for the County to be necessary because of said Canal to relocate any segment of the County Roads, the United States

shall acquire and transfer to the County a right of way in accordance with current County standards. The United States shall construct on such rights of way a road and appurtenances therefor substantially equivalent to the segment of the interfering road to be relocated. Such relocated road shall conform to plans and specifications therefor prepared by the United States and approved by the Director of Public Works for the County.

(c) During the period when work by or for the United States is in progress at any place on any of the County Road rights of way the United States will arrange for or will provide standard warning methods, such as watchmen and flagmen in accordance with the manual of warning signs, lights and devices for the protection of the public. Micro Fiched

(d) During the period of time that any segment of the County Roads are closed or unusable by the traveling public on account of United States construction, the United States will provide detour roads or passing facilities. Detours and passing facilities may be omitted in instances where the Contracting Officer and the Director of Public Works for the County mutually agree that the same are unnecessary or impractical under the circumstances.

7. During the performance of any construction work by the United States within County Road rights of way, the County shall have the right to inspect such work and the United States shall have the right to inspect any County work performed thereafter on United States rights of way.

8. (a) Each bridge deck surface and bridge appurtenances extending above the level of that surface, bridge approaches and road segments

constructed or reconstructed pursuant hereto on the County Road rights of way or rights of way to be conveyed to the County by the United States shall, upon its completion by the United States in accordance with the terms hereof, become the property of the County. All portions of any such bridges below the bridge deck surface including structural components of the bridge deck surface shall remain the property of the United States. Written notice of each completion of construction which shall begin the seasoning period provided for in Paragraph 11 hereof, shall be given to the County by the Contracting Officer and thereafter the County, subject to the provisions of Paragraph 11 hereof, shall be responsible for maintenance, supervision and control of the bridge deck surface, which responsibility the County shall execute in such manner as to preclude interference with the operations of said Canal. Micro Fiched

(b) Following receipt of notice of completion, the County shall by appropriate action by its Board of Supervisors, accept and furnish the United States with written evidence of acceptance of each such facility; Provided, however, That each such completed facility as may be constructed on additional rights of way provided by the United States, the United States shall cause to be conveyed to the County such title as may be appropriate therefor, together with appropriate title to the replacement facility located thereon. Thereafter, subject to the provisions of Paragraph 11 hereof, the County will be responsible for the maintenance, supervision and control of that facility. In exchange the County forthwith will vacate, abandon and quitclaim in the manner provided by law those portions of its roads and rights of way which are superseded by such replacement.

9. For bridges to be constructed in the future pursuant to Paragraph 12 hereof, the party desiring the bridge shall not only incur the original cost and expense of construction, but unless otherwise mutually agreed at the time, shall be responsible for the continued operation and maintenance of all parts of said bridge.

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10. The County may, subject to the written approval of the Contracting Officer, enter into agreements with public utilities companies for the attachment of their facilities to that portion of the bridge for which the County is solely responsible as described in paragraph 8(a) hereof.

11. The United States shall for a seasoning period not to exceed two (2) years from the date of written evidence of acceptance of the replacement facility by the County, be responsible for any deferred construction work which may be necessary on the replacement segments of County Roads. Deferred construction work is herein defined as that work which exceeds such maintenance and repair work as would normally be performed by the County in maintaining similar facilities.

12. The parties hereto recognize that from time to time after original construction of said Canal and System is completed it may be necessary or convenient for them to construct their respective facilities across the rights of way of the other and each party hereby agrees that its rights of way for its said facilities, constructed on common areas as herein defined and the description of which will be determined by mutual agreement of the parties hereto, may perpetually be jointly used for such crossings by the other party in its construction, operation, maintenance, alteration or

~~extension~~ of its said facilities; Provided, however, That in the event any such proposed construction, alteration or extension will interfere with or require protection of the existing facilities of the party having such right of way no such construction, alteration or improvement shall be performed until the party proposing such work shall first assume the cost of the accommodations or protection of, or at the written request of the party owning said existing facilities, provide suitable accommodation or protection for the existing facilities in said common areas. Should the owner of said existing facilities then desire any betterment thereof within such common areas, it shall defray any additional cost of such betterment. Neither party shall perform any construction, alteration, or extension of its facilities within any common area that would adversely interfere with the facilities of the other party until the plans therefor have been submitted by the initiating party and approved by the other party.

13. (a) The County does hereby release, discharge, compromise, and terminate any and all claims to compensation, rights, actions, demands, or causes of action which it has, except as herein provided, against the United States, its contractors, agents, servants, and employees arising out of or in respect to:

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(1) The construction, operation and maintenance of said Canal and System in the County Road rights of way; and

(2) The use and interference with the utility of the said County Roads directly or indirectly resulting from, or arising out of, the acts of, use by, and conveyance to the United States as herein provided.

(b) The United States hereby releases, discharges, compromises, and terminates any and all claims, rights, actions, demands, or causes of action it has, or may contend to have, except as herein provided against the County, its agents, servants, and employees for the construction and use by the County of its relocated County Roads across land in and upon which the United States has acquired estates for the construction and use by it for its said Canal and System; Provided, however, That such releases as provided by (a) and (b) hereof, shall not include claims based upon the torts of either party or upon breach of any of the provisions of this contract.

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14. (a) Any approval, consent, notice or agreement required or provided by this contract, to be given or made to, or upon the United States, shall be deemed properly given or made if delivered by mail, postage prepaid, to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, 2800 Cottage Way, Sacramento, California 95825.

(b) Any approval, consent, notice or agreement required or provided by this contract to be given or made to or upon the County, shall be deemed properly given or made if delivered by mail, postage prepaid, or franchised envelope, to the Board of Supervisors, Yolo County, Woodland, California 95695 and to the Director of Public Works, County of Yolo, 292 West Beamer Street, Woodland, California 95695.

(c) The designation of the person to or upon whom any approval, consent, notice or agreement is to be given or made, or the address of any such person may be changed at any time by notice given in the same manner as outlined in this paragraph for other notices.

(d) No such approval, consent or agreement shall be unreasonably withheld.

15. The liability of the United States under this contract is contingent on the necessary appropriations and reservation of funds being made therefor.

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16. Prior to initiating any construction under the terms of this contract, to be performed by a contractor or contractors to be employed by the United States, the United States shall cause to be furnished to the County, evidence that a policy of comprehensive public liability and property damage insurance, naming the County as an insured or coinsured is in force and effect, and such policy shall provide the primary coverage and any other policy held by the County shall provide only secondary coverage. The coverage of the aforementioned insurance for bodily injury shall be not less than \$250,000 for each person and \$500,000 for each accident and not less than \$25,000 property damage for each accident. Such insurance shall be kept in full force and effect until the completion of work performed under Paragraphs 5 and 6 hereof.

17. The provisions of this contract shall inure to the benefit of and be binding upon the respective lessees, successors, and assigns of the parties hereto.

18. The County warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the County for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

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19. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

20. Attached and made a part hereof are:

Exhibit "A", Labor Standard Provisions

Exhibit "B", Equal Employment Provisions

Wherein the term "contractor" shall be applied to County.

Exhibit "C", Certification of Non-Segregated Facilities

In connection with any subcontract work under this agreement, County agrees to be bound by the applicable provisions of said Exhibits "A", "B" and "C".

21. The County shall be solely responsible for, and shall indemnify and save the United States harmless from any and all liability for injuries to persons or damage to property caused or resulting in any manner from the County's exercise of the rights and privileges granted and the performance by it of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this contract
to be executed in duplicate as of the day and year first herein written.

THE UNITED STATES OF AMERICA

Micro Fiched

By _____
Regional Director, Mid-Pacific Region
Bureau of Reclamation

COUNTY OF YOLO

By Arthur H. Shumaker
Chairman, Board of Supervisors

ATTEST: LAURENCE E. HENIGAN, Clerk
Clerk, Board of Supervisors

Arthur H. Shumaker
CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF YOLO

Approved as to Form

Dated 5-1-28

Elizabeth A. Friel, Deputy
County Counsel of Yolo County

APPLICABLE TO CONTRACTS IN EXCESS OF \$2,000

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[illegible]

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the General Regulations (29 CFR Part 5); or

[illegible]

(d) The Contracting Officer shall require that any class of laborers or mechanics and apprentices and trainees, which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision, and shall report the action taken to the Secretary of Labor. If the information in a particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination. Apprentices and trainees may be added under this class only where they are employed pursuant to an approved training program meeting the requirements of the Davis-Bacon Act and Trade Act, below.

(e) In the event it is found by the Contracting Officer that any laborer or mechanic, including apprentices and trainees, employed by the Contractor in the performance of this contract is not being paid the rate of wages covered by this contract has been or is being paid at a rate of wages less than the rate of wages required by paragraph (a) of this clause, the Contracting Officer may (1) by written notice to the Government Prime Contractor terminate his right to proceed with the work for such part of the contract as to which there has been a failure to pay the required wages; and (2) suspend the Contractor from further contract work by contract or otherwise, whereupon the Contractor and Subcontractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

(f) Paragraphs (a) through (e) of the clause shall apply to this contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act, or (2) a subcontract also subject to the Davis-Bacon Act under such prime contract.

This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

(7) **Contractors' employees.** Any trainees, watchmen, and guards, as any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or an excess of 60 hours in such workweek or over the normal hours of the prevailing industry shall be paid at the rate of \$8 an hour as unskilled laborer or mechanic, including apprentices, trainees, watchmen, and guards, receives compensation at a rate not less than 1 1/2 times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or over 60 hours in any workweek, and the greater number of overtime hours. The "basic rate of pay, as used in this clause, shall be the amount paid per hour exclusive of the Contractor's contribution or cost for fringe benefits, and any cash payment made in lieu of providing fringe benefits, such as health insurance, pension, and profit sharing, whichever is greater.

APPRENTICES AND TRAINED

(b) Trainees shall be permitted to work as such when they are bona fide trainees covered pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The term "trainee" means a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed at least once a year by the Manpower Administration.

(1) The Contractor shall make a diligent effort to hire for performance of work under this contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journey men in that occupation to be employed in the performance of the contract the applicable ratio as set forth in paragraph (c)(7) of this clause.

(2) The Contractor shall insure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, when feasible. Feasibility here involves a consideration of (i) the availability of training opportunities for first year apprentices, (ii) the hazardous nature of the work for beginning workers, and (iii) excessive unemployment during their second and subsequent years of training.

(5) The Contractor shall, during the performance of the contract to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of paragraph (c)(1) and (c)(2) of this clause.

(4) The Contractor shall maintain records of employment on this contract by trade of the number of apprentices and trainees, apprenticeship hours in first year of training, and of journeymen, and wages paid and hours of work of such apprentices, trainees, and journeymen, in addition to the records required by the Department of Labor. In addition to the records, the Contractor who claims compliance based on the criterion set forth in paragraph (c)(6)(ii) of this clause shall maintain a record of employment on all his construction work in the same geographic area, both public and private, and shall certify the performance of this contract to the Department of Labor. The Contractor shall make such records available for inspection upon request of the Department of Labor or the Civil Service Commission.

(5) The Contractor shall supply one copy of each of the written notices required in accordance with paragraph (c)(5)(iii) of this clause at the request of the Contracting Officer. The Contractor also agrees to supply at monthly intervals during the performance of the contract and at the completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the Contracting Officer and one copy to the Secretary of Labor.

(6) The Contractor will be deemed to have made a "diligent effort" as required by paragraph (c)(1) if during the performance of this contract, he accomplishes at least one of the following three objectives: (i) The Contractor employs under this contract a number of apprentices and trainees by craft, at least equal to the ratios established in accordance with paragraph (c)(7) of this clause, or (ii) the Contractor employs on all his construction work, both public and private, in the same labor

EXHIBIT "A"

market area, an average number of apprentices and trainees by craft at least equal to the ratios established in accordance with paragraph (c)(7) of this clause, or (iii) the Contractor (A) if covered by a collective bargaining agreement, before commencement of any work on the contract, has obtained written notice to this effect from the local U.S. Employment Security Office, local chapter of the Urban League, Workers Defense League, or other local organization concerned with minority employment, and the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor, for the locality of the work; (B) if not covered by a collective bargaining agreement, has given written notice to each of the groups stated above, except joint apprenticeship committees, and will in addition notify all non-joint apprenticeship sponsors in the labor market area; (C) has employed all qualified applicants referred to him through normal channels (such as the Employment Service, the Joint Apprenticeship Committees and where applicable, minority organizations) and apprentices subject programs who have been delegated this function; at least up to the number of such apprentices and trainees required by paragraph (c)(7) of this clause. The notice, as referred to herein, will include at least the Contractor's name and address, the agency designated, the contract number, job site address, value of the contract, expected start and completion dates, the estimated average number of employees in each occupation to be employed over the duration of the contract work, and a statement of his willingness to employ a number of apprentices and trainees at least equal to the ratios established in accordance with paragraph (c)(7) of this clause.

(7) The Contractor recognizes that the Secretary of Labor has determined that the applicable ratios of apprentices and trainees to journeymen in any occupation for the purpose of this clause shall be as follows: (i) In any occupation the applicable ratio of apprentices and trainees to journeymen shall be equal to the predominant ratio for the occupation in the area where the construction is being undertaken, set forth in collective bargaining agreements, or other employment agreements, and available through the Bureau of Apprenticeship and Training Representative, U.S. Department of Labor, for the applicable craft; (ii) for any occupation for which no ratio is found, the ratio of apprentices and trainees to journeymen shall be determined by the Contractor in accordance with the recommendations set forth in the standards of the National Joint Apprenticeship Committee, where they exist, which are on file at offices of the U.S. Department of Labor's Bureau of Apprenticeship and Training; and (iii) for any occupation for which no such recommendations are found, the ratio of apprentices and trainees to journeymen shall be at least one apprentice or trainee for every five journeymen.

4. PAYROLLS AND BASIC RECORDS

(a) The Contractor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of 5 years thereafter for all laborers and mechanics, including apprentices, trainees, watchmen, and guards working at the job of each employee. Each record shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Contractor has obtained approval from the Secretary of Labor as provided in paragraph (c) of the clause entitled "Davis-Bacon Act," he shall maintain records which show the commission, or approval, written communication of the plan or program to the laborer or mechanics affected, and the costs anticipated or incurred under the plan or program.

(b) The Contractor shall submit weekly a copy of all payrolls to the Contracting Officer. The Government Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, that the wage rates contained

therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic, including apprentices and trainees, conform with the work to be performed. Submission of the "Weekly Statement of Compliance" required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) shall satisfy the requirements for submission of the above statement. The Contractor shall submit and a copy of any approval by the Secretary of Labor shall attach to fringe benefits which, as required by paragraph (c) of the clause entitled "Davis-Bacon Act."

(c) The Contractor will comply with the following required under this clause available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

5. COMPLIANCE WITH COPELAND REGULATIONS

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) which are incorporated herein by reference.

6. WITHHOLDING OF FUNDS

(a) The Contracting Officer may withhold or cause to be withheld from the Government Prime Contractor so much of the accrued payments or advances as may be considered necessary (1) to pay laborers and mechanics, including apprentices, trainees, watchmen, and guards employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract, and (2) to satisfy any liability of any Contractor and Subcontractor for liquidated damages under paragraph (b) of the clause entitled "Contract Work Hours and Safety Standards Act—Overtime Compensation."

(b) If any Contractor or subcontractor fails to pay any laborer, mechanic, apprentice, trainee, watchman, or guard employed or working on the site of work, all or part of the wages required by the contract, the Contracting Officer, after written notice to the Government Prime Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have been cured.

7. SUBCONTRACTS

The Contractor agrees to insert the clauses herein entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontractors," and "Contract Termination—Debarment" in all subcontracts. The term "Contractor" as used in such clauses in any subcontract shall be deemed to refer to the subcontractor except in the phrase "Government Prime Contractor."

8. CONTRACT TERMINATION—DEBARMENT

A breach of the clauses herein entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act—Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Regulations," "Withholding of Funds," and "Subcontractors" may be grounds for termination of the contract, and for debarment as provided in 29 CFR 3.6.

9. DISPUTES CONCERNING LABOR STANDARDS

Disputes arising out of the labor standards provisions of this contract shall be subject to the Dispute clause except to the extent such disputes involve the meaning of classifications or wage rates contained in the wage determination decision of the Secretary of Labor or the applicability of the labor provisions of this contract which questions shall be referred to the Secretary of Labor in accordance with the procedures of the Department of Labor.

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Regulations of the Secretary of Labor (29 CFR Part 3) shall satisfy the requirement for submission of the above statement. The contractor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of the clause entitled "Davis-Bacon Act."

"Contractors employing apprentices or trainees under approved programs shall include a notation of the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

"(c) The contractor shall make the records required under this clause available for inspection by authorized representatives of the contracting officer and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job."

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SUPPLEMENT TO LABOR STANDARDS PROVISIONS
(Standard Form 19-A, November 1972 Edition)

a. Clause No. 3.—Clause No. 3 is deleted in its entirety and the following Clause No. 3 is substituted therefor:

"3. APPRENTICES AND TRAINEES

"(a) Apprentices shall be permitted to work at less than the predetermined rate for the work they performed (1) when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or (2) if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Paragraph (b) of this clause and who is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor shall furnish to the Contracting Officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios allowed and wage rates (expressed in percentages of the journeyman hourly rates) for the area of construction, prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

"(b) Except as provided in 29 CFR 5.15 trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The term "trainee" means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, as meeting its standards for on-the-job training programs and which has been so certified by the Bureau. The ratio of trainees to journeymen shall not be greater than the ratio permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor shall furnish the Contracting Officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification

of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor shall no longer utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

"(c) The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order No. 11246, as amended, and 29 CFR Part 30.

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"(d) If at any time the Bureau of Apprenticeship and Training determines, after opportunity for a hearing, that the standards of a training program have not been complied with, or that such a program fails to provide adequate training for participants, the Contractor shall not utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved. If the contractor brings an appeal pursuant to 29 CFR 5.17 within 30 days of his receipt of a certified letter withdrawing the Bureau of Apprenticeship and Training's approval, the effect of the withdrawal of approval of the program will be delayed until a decision is rendered on the appeal pursuant to 29 CFR 5.17."

b. Clause No. 4.—Clause No. 4 is deleted in its entirety and the following Clause No. 4 is substituted therefor:

"4. PAYROLLS AND BASIC RECORDS

"(a) The Contractor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of 3 years thereafter for all laborers and mechanics, including apprentices, trainees, watchmen, and guards working at the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributing for or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Contractor has obtained approval from the Secretary of Labor as provided in paragraph (c) of the clause entitled "Davis-Bacon Act," he shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

"(b) The Contractor shall submit weekly a copy of all payrolls to the Contracting Officer. The Government Prime Contractor shall be responsible for the submission of copies of payrolls for all subcontractors. The copy shall be accompanied by a statement signed by the contractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic, including apprentices and trainees, conform with the work he performed. Submission of the "Weekly Statement of Compliance" required under this contract and the Copeland

CERTIFICATION OF NONSEGREGATED FACILITIES

The _____ County hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where Micro Fiched segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The _____ County agrees that a breach of this certification is a violation of Title VI, Civil Rights Act of 1964. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The _____ County hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where Micro Fiched segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The _____ County agrees that a breach of this certification is a violation of Title VI, Civil Rights Act of 1964. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Book

AGREEMENT NO. 78-143

(Agreement for referral of Comprehensive Drinking While Under the Influence Treatment Project eligible Yolo County residents)

THIS AGREEMENT made and entered into this 25th day of April, 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY and SOLANO County, hereinafter referred to as SOLANO.

W I T N E S S E T H :

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RECITALS:

1. COUNTY Department of Health, Alcohol and Other Drug Abuse Program is preparing an SB 330/38 treatment program to be implemented upon Board approval prior to July 1, 1978.
2. SOLANO has an established and State approved SB 330/38 treatment program.
3. COUNTY desires to refer its eligible residents to SOLANO until COUNTY'S program is operational.

AGREEMENTS:

1. Description of Services: COUNTY judges will refer eligible residents to SOLANO'S Comprehensive DUI Treatment Project utilizing that project's referral form Solano agrees to accept these eligible residents.
2. At the termination of THE REFERRAL PERIOD, all referrals accepted by SOLANO will continue with the SOLANO program.
3. All revenues generated by those referred will accrue to SOLANO.
4. The term of this Agreement, heretofore in Paragraph 2 of this section referred to as THE REFERRAL PERIOD, is April 11, 1978 to June 30, 1978.

IN WITNESS WHEREOF, the parties have executed this Agreement as

1 of the day and year hereinabove set forth.

2 COUNTY OF YOLO, a political subdivision
3 of the State of California

4
5
6 BY *Arthur H. [unclear]*
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

Micro Fiched

9 LAURENCE P. HENIGAN, CLERK

COUNTY OF SOLANO, a political subdivision
of the State of California

10
11 BY *W. E. Lucas*
12 DEPUTY CLERK

13 BY _____
14 CHAIRMAN OF THE BOARD OF SUPERVISORS

15
16
17 BY _____

Approved as to Form
Dated _____
[Signature]
County Counsel of Yolo County

FILED

APR 25 1978

LAURENCE P. HENIGAN, Clerk

By Robert E. Lucas
Deputy

AGREEMENT NO. 78-144

AGREEMENT TO WAIVER OF STATUTE OF LIMITATIONS

Defendant County of Yolo, a defendant timely named in the action of Constante v. City of Woodland, et al., being Yolo County Superior Court No. 34791, by and through its duly authorized agent and representative, in consideration of Micro Fiched plaintiffs filing a dismissal without prejudice herein, does expressly waive the statute of limitations and all defenses that might be available thereunder, and any and all defenses that might be available by reason of Government Code Sections 800, et seq. as the same pertain to timely filing, if it is established that said County of Yolo is a necessary or responsible party to the action above mentioned.

DATED: April 25, 1978

COUNTY OF YOLO

By Robert E. Lucas
Chairman, Board of Supervisors.
Agreed to:
Jefferson Insurance Co. of New York

By A. David Hill
A. David Hill
Secretary-Casualty Claims Division

ATTEST:
LAURENCE P. HENIGAN, Clerk

By Robert E. Lucas Deputy

APPROVED AS TO FORM:

County Counsel of
Yolo County.

**KAISER
FOUNDATION
HEALTH PLAN, INC.**

YOLO COUNTY AGREEMENT NO. 78-45

A Nonprofit Corporation
Northern California Region

**GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
AMENDMENT**

Group No. 61-1030 (PERS Retirees)

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

See Additional Provisions.

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The monthly payments are changed to those shown below.

RETIREES

FILED

MAY - 9 1978

LAURENCE P. HENIGAN, Clerk

By Barbara B. Higgins
Deputy

COVERAGE: All Subscribers have " S " Coverage. All Family Dependents have " S " Coverage.

MONTHLY PAYMENTS: The monthly payments per Family Unit required under this Agreement are shown below:

Basic Rate Structure

Subscriber
Subscriber with one Family Dependent
Subscriber with two or more Family Dependents

	Total
\$ <u>29.94</u>	\$ <u>29.94</u>
Add \$ <u>29.94</u>	\$ <u>59.88</u>
Add \$ <u>26.52</u>	\$ <u>86.40</u>

Variables to Basic Rate Structure

For each dependent child age 19 to 24 in a family of four or more Members

Add \$ 14.97

For each Member age 65 or older who is (a) not entitled to benefits under Part B of Medicare, or (b) entitled to benefits under Part B of Medicare but has not assigned such benefits to Health Plan

For each Member (up to 3 per Family Unit) entitled to benefits under both Parts A and B of Medicare who has assigned Part B benefits to Health Plan:

Subscriber
Subscriber's spouse (or child if there is no spouse)
Other Family Dependents

Add \$ 70.00 APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By Barbara B. Higgins
Deputy COUNTY COUNSEL

Subtract \$ 70.00
Subtract \$ 10.60
Subtract \$ 7.18

Date Accepted May 2, 19 78

Group Yolo County - Retirees
Auditor's Office
Court House
Woodland, CA 95695

By Arthur H. Edmonds
Group Representative

Executed at Oakland, California to take effect

as of July 1, 1978

Date April 14, 1978

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By John C. Carter
Authorized Representative, Northern California

680 SS P/R dr3 dep9+ M/R 19.34 KB

**KAISER
FOUNDATION**
HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

ADDITIONAL PROVISIONS

**AMENDMENTS TO
GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT**

Micro Fiched

1. Section I-M is amended as follows:

"M. Non-Member Rates: The charges set forth in the applicable schedule of charges maintained by Medical Group or Hospitals for services provided to patients who are not members."

2. Wherever they appear in the Service Agreement, the words "Prevailing Rates" are amended to "Non-Member Rates".

3. The last sentence in Section 6-B(7) is deleted.

4. Section 8-B is amended by adding a sentence following the first sentence, as follows:

"Expenses of arbitration' do not include counsel or witness fees or other expenses incurred by a party for his or her own benefit."

5. Section 9, Term and Termination. The second paragraph is deleted and a new second paragraph is entered as follows:

"Except as expressly provided in this Section, all rights to services and other benefits hereunder terminate as of the effective date of termination. If this Agreement is terminated, and totally disabled Member who became totally disabled after December 31, 1977, and while enrolled as a Member under this Agreement shall, subject to all limitations and restrictions of this Agreement, including payment of Supplemental Charges, be covered for the disabling condition for (a) 12 months, or (b) until no longer totally disabled, or (c) until this Agreement is replaced by another group health benefits arrangement providing benefits similar to those provided hereunder (if such other arrangement is without limitation as to the disabling condition), whichever occurs first. A person is totally disabled if he or she satisfies the physical condition criteria for disabled benefits under the Social Security Act."

6. Section 10-I, Notices, is changed to Section 10-J, Notices.

7. A new Section 10-I is added as follows:

"I. Member Information. Group shall inform Subscribers (i) of the monthly payment applicable to their coverage; (ii) of conditions of eligibility regarding Subscribers and Family Dependents; and (iii) when coverage becomes effective and terminates."

(Continued)

AMENDMENTS TO
BENEFIT SCHEDULE(S)

1. Wherever they appear in the Benefit Schedule(s), the words "Prevailing Rates" are amended to "Non-Member Rates".
2. Section E is amended by changing the title to "Physical Therapy, Inhalation Therapy, Short-Term Rehabilitation, Occupational Therapy and Speech Therapy", and by adding paragraph 3, "Occupational Therapy", and paragraph 4, "Speech Therapy", as follows:

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"3. **Occupational Therapy.** During coverage under this Agreement (including renewals), up to 20 prescribed occupational therapy treatments are provided for each condition in Medical Offices upon payment of the registration charge, if any, specified in Section A-2. Additional visits are provided to Members with no Medicare coverage and Part A Members at Non-Member Rates and to Medicare Members and Part B Members upon payment of the registration charge, if any, specified in Section A-2.

Occupational therapy hereunder is limited to treatment which assists the Member to achieve and maintain improved functioning in self-care and in other customary activities of daily living, and is provided only for medical conditions which, in the judgment of the Attending Physician, are subject to significant improvement through short-term therapy.

4. **Speech Therapy.** During coverage under this Agreement (including renewals), up to 20 prescribed speech therapy treatments are provided for each condition in Medical Offices upon payment of the registration charge, if any, specified in Section A-2. Additional visits are provided to Members with no Medicare coverage and Part A Members at Non-Member Rates and to Medicare Members and Part B Members upon payment of the registration charge, if any, specified in Section A-2.

Speech therapy hereunder is limited to treatment for speech impairments of specific organic origin, and is provided only for conditions, which in the judgment of the Attending Physician, are subject to significant improvement through short-term therapy."

APR 17 8 43 AM '78
AUDITION OFFICE



McNAUGHTON
BOOK SERVICE
A DIVISION OF BRODART, INC.

May 26, 1978

Account No. 744096

YOLO COUNTY
AGREEMENT NO. 78-146

Miss Mary L. Stephens, County
Librarian
Davis Branch Library
McNaughton Account
315 E. 14th Street
Davis, CA 95616

FILED

Micro Fiched

AUG 4 1978

LAURENCE P. HENIGAN, Clerk

By *Debra G. Conley*
DEPUTY

Dear Miss Stephens:

This letter contains an amendment to your agreement with McNaughton Book Service. The terms of said agreement shall remain in force with the exception of the size of your basic collection and the quantity of books to be supplied on your monthly sustaining shipments.

To reflect the desired change in the size of your McNaughton Plan, the following paragraph is to replace the book quantities and price shown on the above referenced agreement.

Beginning July 1, 1978, your library shall have a collection of 200 books, hereinafter called the permanent inventory. Sustaining shipments to average 20 books per month for a total cost of \$137.80 per month.

Please sign and return one copy of this letter for our files. This amendment will not be effective until a signed copy is received.

Sincerely,

Herbert H. Wescott
Herbert H. Wescott
Manager/McNaughton Division

HHW/as

Approved as to Form

Dated *6/1/78*
R. M. [Signature]
County Counsel of Yolo County

COUNTY OF YOLO

For: Davis Branch Library

Arthur H. [Signature]
Signature
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

To:

Auditor
County Counsel
Library
McNaughton Book Service

BOARD OF SUPERVISORS
Yolo County, California

Date: April 24, 1979
Entry No. 16

File:

BK

Micro Fiched

MINUTE ORDER NO. 79-346: AUTHORIZED THE TERMINATION OF AGREEMENT NO. 78-146, WITH MCNAUGHTON BOOK SERVICE, REGARDING 200 BOOKS FOR THE DAVIS BRANCH LIBRARY, EFFECTIVE JULY 1, 1979.

Upon motion of Supervisor DeMars , seconded by Supervisor Black , and duly carried, the above Minute Order was so ordered by the following vote:

Ayes: Black, DeMars, Thompson, Edmonds, Marchand.

Noes: None.

Absent: None.

ORIGINAL

YOLO COUNTY AGREEMENT NO. 78-147

FILED

MAY 15 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodgers*
Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day
of May, 1978, by and between

JAMES M. SYAR, an Individual

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

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WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

CONSTRUCTION OF YOLO COUNTY AIRPORT ACCESS ROAD FROM COUNTY
ROAD 29 SOUTHERLY TO HANGERS (ABOUT ONE MILE)

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

(Plan Index No.626.21 to 626.28)

(WO # 1541)

Approved MARCH 17, 1978 (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

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ARTICLE II - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of this Contract and for its completion
to be within eighty (80) working days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and hereby
contracts to pay the same at the time, in the manner and upon
the conditions above set forth; and the County and the Contractor
for themselves, their heirs, executors, administrators,
successors and assigns, do hereby agree to the full performance
of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor,
I certify that I am aware of the provisions of Section 3700 of
the Labor Code which require every employer to be insured against
liability for workmen's compensation or to undertake self-
insurance in accordance with the provisions of that code, and I
will comply with such provisions before commencing the perfor-
mance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in
accordance with the provisions of the California Labor Code, that
the Board of Supervisors of the County of Yolo has ascertained
the general prevailing wage rates applicable for the work to
be done, and that said prevailing wage rates are as specified
in the Notice to Contractors as being adopted by the Board of
Supervisors in that certain resolution which resolution is
hereby referred to for a statement of said rates and said rates
are incorporated herein by this reference as governing the
minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

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Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Clearing and Grubbing	L. S.	12,800.00	12,800.00
2	Imported Borrow (in place)	3830 C.Y.	3.00	11,490.00
3	Aggregate Base (Class 2)	6510 T.	5.00	32,550.00
4	Aggregate (Asphalt Concrete Type B)	1460 T.	16.25	23,725.00
5	Paving Asphalt (AR-4000)	85 T.	16.25	1,381.25
6	Metal Beam Guard Railing on Wooden Posts	240 L.F.	17.20	4,128.00
7	42" CSP (0.109" Thick Bituminous Coated)	26 L.F.	38.00	988.00
8	24" CSP (0.109" Thick Bituminous Coated)	54 L.F.	28.00	1,512.00
9	18" CSP (0.109" Thick Bituminous Coated)	74 L.F.	23.00	1,702.00
10	15" CSP (0.079" Thick Bituminous Coated)	126 L.F.	22.00	2,772.00
11	12" CSP (0.064" Thick Bituminous Coated)	123 L.F.	21.00	2,583.00
12	Excavation	2165 C.Y.	5.00	<u>10,825.00</u>
			Total	106,456.25

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

COUNTY OF YOLO

Micro Fiched

E. Schumacher, Deputy
(County Counsel)

BY *William H. Brown*
Chairman of the Board of
Supervisors
5-15-78

ATTEST:

Laurence P. Henigan, Clerk

By *Pete E. Lucas* Deputy BY *James M. Syar*
James M. Syar, an Individual

P.O. Box 1272

Vallejo, Calif. 94590

Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 325241

BK
FILED

MAY 18 1978

LAURENCE P. HENIGAN, Clerk

By *Debra Conley*

Deputy

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**GRANT AGREEMENT**Part I: Offer

Date of Offer April 25, 1978

Yolo County

Airport

Project No. 5-06-0342-01

Contract No. DOT FA78WE-4572

RECEIVED

MAY 18 1978

LAURENCE P. HENIGAN, Clerk

By

Deputy

TO: COUNTY OF YOLO, CALIFORNIA
(herein referred to as the "Sponsor")**Micro Filled**

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 14, 1978, for a grant of Federal funds for a project for development of the Yolo County Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Construct airport access road (24' wide x 5070' long) with 4' gravel shoulders and centerline stripe.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of the allowable project costs.

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This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$125,330.00.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within ninety (90) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.63-152.68 of the Regulations of the Federal Aviation Administration (14 CFR 152) in effect as of the date of acceptance of this Offer which Regulations are hereinafter referred to as the "Regulations";
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.47 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 152.65 - 152.71 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 152.71 of the Regulations. Provided, that, in the event a semi-final grant payment is made pursuant to Section 152.71 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 20 in Part V of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor. Micro Fiched
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before May 31, 1978, or such subsequent date as may be prescribed in writing by the FAA.
8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee the following Equal Opportunity clause.
 - (a) During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor,

state that all qualified applicants will receive consideration for employment without regard to race, color, religion sex or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- (4) The contractor will comply with all provisions of Executive Order 11246 of 24 September 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of 24 September 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 24 September 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of 24 September 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of 24 September 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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The Sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Sponsor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of 24 September 1965 with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or by the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Sponsor agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the Sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of further compliance has been received from the Sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

- (b) State and local governments intending to impose affirmative action hiring and/or training requirements on federally assisted construction already subject to federal minority hiring and/or training plans established pursuant to the Order shall submit such requirements to the Director prior to their inclusion in any federally assisted construction contracts. Such state or local government requirements will be deemed applicable to federally assisted construction contracts unless the Director, or in the case of an appeal of the Director's determination, the Assistant Secretary for Employment Standards, determines that such requirements are inconsistent with the Order or incompatible with the effective implementation of the federal minority hiring and/or training plan (either voluntary or imposed) in the area. The state or local government affirmative action hiring and/or training requirements shall not be included in federally assisted construction contracts until the Director, or in the case of an appeal, the Assistant Secretary, has had an opportunity to make a determination in accordance with this paragraph. The Director shall make his determination within 60 days of his receipt of the state or local government's submission, which should include the pertinent affirmative action hiring and/or training requirements and supporting data. The Director may also request the state or local government to supply information and data necessary for his determination. The Director's determination shall be communicated directly to the state or local governmental body by registered mail, return receipt requested, together, in the case of an adverse determination, with a notification of its right to appeal to the Assistant Secretary. The Director's determination shall also be announced in a Federal Register notice, which shall also indicate that the state or local government, and any other persons or groups affected by the Director's determination, including construction trades contractors, labor organizations, associations or other organizations of construction trades contractors and/or labor organizations, and minority community groups, may appeal such determination to the Assistant Secretary by requesting a hearing within 21 days of the publication of the Federal Register notice. Following this appeal period, if any requests for a hearing have been filed with the Assistant Secretary, the Department of Labor shall then designate an administrative law judge who shall conduct a hearing to make proposed findings and a recommended decision to the Assistant Secretary upon the basis of the record before him. The administrative law judge shall give reasonable notice of the opportunity to participate in such hearing by registered mail, return receipt requested, to those requesting the hearing and shall also give reasonable notice of such hearing in the Federal Register to inform all other persons, organizations and other entities affected by the

Director's determination of their opportunity to participate in the hearing. Each participant shall have the right to counsel and a fair opportunity to present his case, including such cross-examination as the administrative law judge may deem appropriate in the circumstances. Within 80 days of the close of the appeal period for requesting a hearing, the Assistant Secretary shall make a final decision on the basis of the record before him, which shall consist of the record for recommended decision, the rulings and recommended decisions of the administrative law judge, and the exceptions and briefs filed subsequent to the administrative law judge's decision. In determining whether state or local government affirmative action hiring and/or training requirements are inconsistent with the Order or incompatible with the effective implementation of the applicable federal minority hiring and/or training plan in the area, at least the following factors shall be considered under this subparagraph: (i) the impact of the state or local government requirements on the successful implementation of the federal plan in the area; (ii) the minority population in the area to be covered by the state or local government plan; (iii) the minority manpower utilization in the area construction industry, on a trade-by-trade basis; (iv) the availability of minorities for employment in the area construction industry; (v) the need and availability of training programs in the area construction industry; (vi) the projected growth and attrition factors of the area construction industry in the near future; (vii) available procedures to ensure that contractors, subcontractors and others are provided with notice and a full opportunity to contest allegation of noncompliance; and (viii) assurances that the state or local government minority hiring and/or training requirements are not intended and shall not be used to discriminate against any qualified person on the basis of race, color, religion, sex or national origin. State and local governments are encouraged to participate in the formulation and implementation of federal minority hiring and/or training plans consonant with the aforementioned criteria in areas currently without such plans; to enforce their fair employment practices laws with respect to acts of discrimination affecting federally assisted construction; and to assist the administering federal agency in monitoring the compliance of contractors and subcontractors performing on federally assisted projects. For purposes of this subparagraph, "Assistant Secretary" means the Assistant Secretary for Employment Standards or his designee.

9. The Sponsor will send a copy of all invitations for bids, advertised or negotiated, for concessions or other businesses at the airport to the appropriate Office of Minority Business Enterprise (OMBE) representative as identified by the FAA Regional Civil Rights Office.

The Sponsor will disclose and make information about the contracts, contracting procedures and requirements available to the designated OMGE representative and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to invitations for bids shall be treated in the same manner as all other responses to the invitations for bids.

Compliance with the preceding paragraph will be deemed to constitute compliance by the Sponsor with requirements of 49 CFR 21 Appendix C(A)(1)(X), Regulations of the Office of the Secretary of Transportation.

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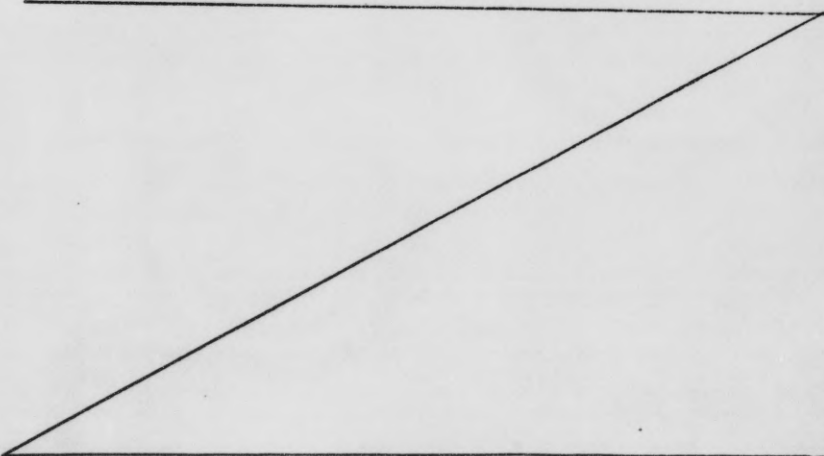
10. It is understood and agreed that the Sponsor will provide for FAA employees adequate parking accommodations satisfactory to the Administrator at all FAA technical facilities (Air Navigation and Air Traffic Control facilities) located on the airport. It is further understood and agreed that Sponsor will provide, without cost, adequate land for the purpose of parking all official vehicles of the FAA (government and privately owned when used for FAA business) necessary for the maintenance and operation of the FAA facilities on the airport. Such land shall be adjacent to the facilities served.
11. It is understood and agreed that the Sponsor shall comply with the revised Administration requirements to FAR Part 152 as set forth in the May 31, 1974, issue of the Federal Register, Volume 39, No. 106. It is further agreed that the Sponsor shall comply with the assurances contained in FAA Form 5100-100.
12. It is understood and agreed by and between the parties hereto that pursuant to FAR Part 152, Section 152.64, the FAA may by written notice terminate or suspend this Grant in whole or in part, or withhold payment if it finds that the Sponsor has failed to comply with any of the terms or conditions of the Grant or if it finds that continuation of the project would not produce beneficial results.
13. It is understood and agreed by and between the parties hereto that the Sponsor shall comply with the reporting requirements set forth in FAR Part 152, Section 152.66.
14. Assurance Number 18 of Part V of the project application incorporated herein is amended by including at the end of the second sentence the following language:

"including the requirement that (A) each air carrier, authorized to engage directly in air transportation pursuant to Section 401 or 402 of the Federal Aviation

Act of 1958, using such airport shall be subject to nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and nondiscriminatory and substantially comparable rules, regulations, and conditions as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or non tenants, and combined passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any sponsor provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers, and (B) each fixed-base operator using a general aviation airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-base operators making the same or similar uses of such airport utilizing the same or similar facilities; provision (A) above, shall not require the reformation of any lease or other contract entered into by a sponsor before July 12, 1976; Provision (B) above, shall not require the reformation of any lease or other contract entered into by a sponsor before July 1, 1975."

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15. It is understood and agreed that no part of the Federal share of an airport development project for which a grant is made under the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701 et seq.), or under the Federal Airport Act, as amended (49 U.S.C. 1101 et seq.), shall be included in the rate base in establishing fees, rates, and charges for users of the airport.
16. This project and all work performed thereunder is subject to the Clean Air Act and the Federal Water Pollution Control Act. Accordingly,
 - (a) The sponsor hereby stipulates that any facility to be utilized in performance under the grant or to benefit from the grant is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
 - (b) The sponsor agrees to comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.
 - (c) The sponsor shall notify the FAA of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the grant is under consideration to be listed on the EPA List of Violating Facilities.

- (d) The sponsor agrees that he will include or cause to be included in any contract or subcontract under the grant which exceeds \$100,000 the criteria and requirements in these subparagraphs (a) through (d).
17. The grantee agrees to effectuate the purposes of Section 30 of the Airport and Airway Development Act of 1970, as amended, by assuring that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. For the purposes of this provisions, "minority business enterprise" means a business enterprise that is owned by, or is controlled by, a socially or economically disadvantaged person or persons. Such disadvantage may arise from cultural, racial, religious, sex, national origin, chronic economic circumstances or background or other similar cause. Such persons may include, but are not limited to, blacks not of Hispanic origin; persons of Hispanic origin; Asians or Pacific Islanders; American Indians; and Alaskan natives. Grantee further agrees to comply with such regulations as may be issued by the Federal Aviation Administration to implement Section 30 of the Act.
- Micro Fiched
18. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 27 of Part V - Sponsor's Assurances of the Project Application dated February 14, 1978, and, therefore, it is understood and agreed that the sponsor is under no obligation to furnish any such areas or rights under this Grant Agreement.
- 

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as herein-after provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Development Act of 1970, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
WESTERN REGION

By *M. Maricopoulos*

(TITLE)

Acting Chief, Airport District Office, SFO-600

Part II-Acceptance

The County of Yolo, California does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this *2nd* day of *May*, 19*78*. Micro Fiched

COUNTY OF YOLO, CALIFORNIA
(Name of Sponsor)

By *Laurence P. Henigan*

CHAIRMAN, BOARD OF SUPERVISORS

Title *COUNTY OF YOLO, CALIFORNIA*

(SEAL)

Attest: LAURENCE P. HENIGAN, Clerk

Title: *Deputy*
DEPUTY

CERTIFICATE OF SPONSOR'S ATTORNEY

I, *Robert A. Rundstrom*, acting as Attorney for *County of Yolo, California*, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of *California*, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at *Woodland, CA* this *10th* day of *MAY*, 19*78*.

Robert A. Rundstrom
Title *Chief Deputy*

County Counsel

FILED

JUL - 3 1978

LAURENCE P. HENIGAN, Clerk

By Albra C. Bailey
Deputy

CONTRACT FOR THE
INTERIM ASSISTANCE PROGRAM

I. INTRODUCTION.

- A. This Contract is entered into this 1st day of April, 1978, between the Department of Benefit Payments, State of California (hereinafter referred to as the State) and the County of Yolo (hereinafter referred to as the County), in order to assure the availability of assistance to meet basic needs of applicants for benefits under Title XVI of the Social Security Act pending eligibility (hereinafter referred to as the Interim Assistance Program).
- B. This Contract is entered into pursuant to the agreement between the State of California and the Secretary of Health, Education, and Welfare to implement the provisions of U. S. Public Law 93-368, and to Section 10553 of the State Welfare and Institutions Code.
- C. For purposes of this Agreement, the term "initial payment" shall mean the amount of benefits determined by the Secretary of Health, Education, and Welfare to be payable to an eligible individual (including retroactive amounts, if any) at the time such an individual is first determined to be eligible under Title XVI of the Social Security Act but does not include any emergency advance payment authorized under Section 1631(a) (4) (A) of the Social Security Act.

Micro Fiched

W I T N E S S E T H

II. COUNTY RESPONSIBILITIES.

The County shall:

- A. Agree that there are no State mandated local costs in this contract that require reimbursement under Section 2231 of the Revenue and Taxation Code since participation by the County is voluntary.
- B. Abide by the State regulations set forth in Chapter 46-300, Section 46-337, of the Eligibility and Assistance Standards of the Department of Benefit Payments Manual of Policies and Procedures, pursuant to the Interim Assistance Program. If said regulations are amended and the County continues with the Interim Assistance Program, after receipt of such amended regulations, such continuation shall be considered unqualified acceptance of the amended regulations and agreement to abide by such regulations.
- C. Submit a report to the State by the twentieth day of the month accounting for the preceding month's interim assistance paid, the amount of initial payments received and the apportionment thereof; and submit other reporting as requested by the State.
- D. Maintain adequate records of all transactions relating to interim assistance made, and the apportionment of an individual's initial payment.

E. Require that each individual who has or will receive Interim assistance sign a written agreement (SSP Form 14) executed by or on behalf of an individual. Such agreement shall provide at minimum:

1. That in consideration of the payment of interim assistance by the County, the amount or part of such individual's initial payment will be retained by the County for the purposes of reimbursing such interim assistance.
2. That after deducting the amount of such reimbursement from the initial payment, the County shall pay any balance to such individual within ten (10) working days after receipt by the County.
3. That such individual shall have the right to a hearing from the State respecting such apportionment of the initial payments.

Micro Fiched

F. Agree to reimburse the State for any and all costs incurred by the State as a result of Federal audit exceptions or claims made pertaining to errors made by the County arising from the Interim Assistance Program. The responsibility set forth in this clause shall remain in effect even if the Interim Assistance Program is cancelled by State or Federal action.

G. Maintain responsibility for drafting and implementing procedures for carrying out the Interim Assistance Program at the County level.

III. STATE RESPONSIBILITIES.

The State shall:

- A. Maintain responsibility for conducting any negotiations with the U.S. Department of Health, Education, and Welfare pursuant to this Agreement.
- B. Provide the County with those administrative actions and supervision necessary to insure that the County carries out the provisions of the contract.
- C. Provide the County with regulations concerning the Interim Assistance Program, and any changes or amendments to said regulations in a timely manner.
- D. Provide fair hearings for recipients as set forth in the regulations referenced in Section IID of this Contract, above.

IV. ADMINISTRATIVE COSTS.

Neither the County nor the State, in performing their functions and duties under this Contract, shall pay to the other any costs of administration incurred by the other.

V. GENERAL PROVISIONS.

- A. Both parties shall comply with any regulations and procedures for maintaining confidentiality of general assistance or general relief of the County. Furthermore, all information concerning SSI/SSP applicants and recipients' identity or the amount of grant shall be confidential. Confidentiality shall be maintained unless written consent of the applicant or recipient has been obtained, except that information may be shared with government agencies concerned with the administration of this program when said information is necessary for administration. In regard to SSI/SSP applicants and recipients, the confidentiality of Section 10350 of the Welfare and Institutions Code shall apply.
- B. Either party may terminate this Contract by thirty (30) days notice to the other party. If this Contract is terminated in any manner, including nonrenewal, the reporting requirements and audit exception responsibilities provided for in this Contract shall apply. Furthermore, if the contract is terminated, the County shall continue to process all cases for which the written recipient agreement described in Section 11E of this Contract has been obtained.
- C. This Agreement is effective until June 30, 1978. This Agreement will automatically be renewed for successive periods of one year thereafter (commencing on July 1 of each such year).
- D. In Witness Whereof, the parties hereto have set their hands on the date first hereinabove written.

Micro Fiched

COUNTY OF YOLO

BY Arthur H. Chinn
Chairman, Board of Supervisors

County

This is to certify that this contract has been reviewed and meets requirements of the department.

APPROVED DATE 6/21/78
De Fong
Authorized Signature

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By [Signature]
DEPUTY COUNTY COUNSEL

DEPARTMENT OF BENEFIT PAYMENTS,
STATE OF CALIFORNIA

State Department of General Services Approval required; per SAM 1206.

6/21/78
Date
[Signature]
Authorized Signature

YOLO COUNTY AGREEMENT NO. 78-150

FILED

MAY 30 1978

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

LAURENCE P. HENIGAN, Clerk

By *Barbara A. Colgren*
Deputy

THIS AGREEMENT, made and entered into this 9th day
of May, 1978, by and between

R. C. COLLET, INC.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

FOR THE RECONSTRUCTION OF COUNTY ROAD 99. A TWO-LANE HIGHWAY
TO BE OVERLAYED AND WIDENED, OR FULLY RECONSTRUCTED, WITH
ASPHALT CONCRETE OVER AGGREGATE BASE. FROM COUNTY ROAD 27
(STA. 215+12) TO 0.7 MILE SOUTH OF COUNTY ROAD 25A (STA. 253+00).
(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

CONSTRUCTION PLANS - COUNTY ROAD 99

(Plan Index No. 99.58 to 99.66) (WO #4298)

Approved _____ (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of this Contract and for its completion
to be within sixty (60) working days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and hereby
contracts to pay the same at the time, in the manner and upon
the conditions above set forth; and the County and the Contractor
for themselves, their heirs, executors, administrators,
successors and assigns, do hereby agree to the full performance
of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor,
I certify that I am aware of the provisions of Section 3700 of
the Labor Code which require every employer to be insured against
liability for workmen's compensation or to undertake self-
insurance in accordance with the provisions of that code, and I
will comply with such provisions before commencing the perfor-
mance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in
accordance with the provisions of the California Labor Code, that
the Board of Supervisors of the County of Yolo has ascertained
the general prevailing wage rates applicable for the work to
be done, and that said prevailing wage rates are as specified
in the Notice to Contractors as being adopted by the Board of
Supervisors in that certain resolution which resolution is
hereby referred to for a statement of said rates and said rates
are incorporated herein by this reference as governing the
minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Clearing & Grubbing	L.S.	-	7,000.00
2	Remove Exist.Structures	L.S.	-	5,983.00
3	Roadway Excavation	1137 C.Y.	11.00	12,507.00
4	Imported Borrow	478 C.Y.	4.75	2,270.50
5	Aggregate Base(Class 2)	2136 T.	5.25	11,214.00
6	Aggregate (Type B-AC)	3289 T.	16.25	53,446.25
7	Paving Asphalt (AR 4000 AC)	174 T.	16.25	2,827.50
8	Asphaltic Emulsion (SS-1)	3.5 T.	600.00	2,100.00
9	Class "A" Concrete	27 C.Y.	545.00	14,715.00
10	Bar Reinforcing Steel	2400 LB.	0.50	1,200.00
11	18" CSP (0.109")	58 L.F.	26.00	1,508.00
12	24" CSP (0.109")	82 L.F.	26.00	2,132.00
13	33" RCP	106 L.F.	37.00	3,922.00
14	Concrete Slope Protection	6.5 C.Y.	215.00	1,397.00
TOTAL BID ITEMS				<u>\$122,222.75</u>

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

Micro Fiched

APPROVED:

COUNTY OF YOLO

Elizabeth L. Frick, Deputy
(County Counsel)

BY Arthur H. Edwards
Chairman of the Board of
Supervisors
5-29-78

ATTEST:

Laurence P. Henigan, Clerk

By Barbara Rodgers, Deputy

BY R.C. Collet

R.C. Collet, Inc.

P.O. Box 1069

Woodland, CA 95695

Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 244215 A

FILED

MAY 15 1973

LAURENCE P. HENIGAN, Clerk

By *Barbara A. Rodgers*
Deputy

AGREEMENT NO. 78-151

(Agreement for Day Camp and Recreation Programs)

THIS AGREEMENT made and entered into this 9th day of May, 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Yolo County YMCA, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY is desirous of having day camp and recreation programs provided to children residing in Yolo County.
2. PROVIDER represents that it possesses the necessary facilities and staff to carry out the desired programs.
3. PROVIDER agrees to carry out the programs for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENT:

1. Description of Programs to be Provided:

- a. Day Camp: PROVIDER shall operate a day camp program at the Esparto High School, open to children from the ages of 6 to 9, at no cost to the participants.
 - (1) The program shall be run in 2-week sessions, Monday through Wednesday from 10:00 a.m. to 3:30 p.m., and Thursday from 1:00 p.m. to Friday at noon, which includes an overnight session at the YMCA Day Camp Center at Nelson's Grove.

(2) Activities shall include, but not be limited to, crafts, games, team sports, and hiking. One day each week will be spent at either the Woodland or the Winters City swimming pool.

b. Recreation program: PROVIDER shall operate a recreation program at the Esparto High School, which shall be open to children of all ages, at no cost to the participants.

Micro Fiched

(1) The program shall operate from Monday through Friday, 10:00 a.m. to 3:00 p.m., for the term of this Agreement.

(2) Program activities shall include, but not be limited to, organized sports, craft instruction, nature study, hiking and a one-day per week session at either the Woodland or Winters City swimming pool.

2. PROVIDER agrees to furnish the following staff:

a. For the day camp, enough counselors to provide one counselor for each group of six or seven participants, as well as sufficient other staff to supervise and carry out the program as described herein under 1.a.

b. For the recreation program, two activity directors for each organized sport, plus sufficient staff to supervise and carry out the other programs as described herein under 1.b.

///

3. Transportation: PROVIDER shall furnish bus transportation to and from the cities of Dunnigan, Yolo, Knights Landing, Madison, and Esparto (if necessary), and to and from the Winters Housing Authority to the day camp and recreation program at Esparto High School. PROVIDER shall also furnish bus transportation to those portions of the programs which are held away from the Esparto High School, including but not limited to Nelson's Grove, and the Woodland or Winters City swimming pool.

Micro Fiched

4. Payment: COUNTY agrees to pay PROVIDER the total sum of \$1,468.00 for the provision, in accordance with the terms of this Agreement, of the programs described herein. Payment is to be made by June 12, 1978.

5. Relationship of Parties: The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor, and not an agent of COUNTY. At no time during the performance of this Agreement is any employee, agent, or contractor of PROVIDER an employee, agent, or contractor of COUNTY, nor shall he be construed to be.

6. Insurance: PROVIDER agrees to obtain and maintain in force during the term of this Agreement general liability insurance in the amount of \$1,000,000 per occurrence, with COUNTY named as a party insured. Said insurance shall provide coverage during the operating hours of the Day Camp and Recreation programs, plus the time spent transporting

1 participants to and from the programs. PROVIDER shall
2 furnish COUNTY a copy of said insurance policy upon the
3 execution of this Agreement.

4 7. PROVIDER agrees to defend, indemnify, and hold COUNTY
5 harmless from any and all claims, liability, or loss
6 arising in any way out of the performance of this Agreement.

7 8. Term of Agreement: The term of this Agreement shall be from
8 June 12, 1978, to June 30, 1978, inclusive. **Micro Fiched**

9 9. This writing fully expresses all understandings of the
10 parties concerning all matters which are the subject of
11 this Agreement, and shall constitute the total Agreement.
12 No addition to, deletion or alteration of, the terms of
13 this Agreement, whether by written or verbal understanding
14 of the parties, shall be valid unless made in the form of a
15 written amendment to this Agreement which is formally
16 approved and executed by the parties executing this
17 Agreement, or their successors in office.

18 IN WITNESS WHEREOF, the parties have executed this Agreement
19 as of the day and year hereinabove set forth.

20 COUNTY OF YOLO, a political sub-
21 division of the State of California

22 ATTEST:

23 LAURENCE P. HENIGAN, CLERK

24 BY Paul E. Lucas
25 DEPUTY

26 (SEAL)

Arthur H. H. H. H. H.
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

5-12-78

YOLO COUNTY YMCA

BY Thomas D. Allen

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth L. Fisher
DEPUTY COUNTY COUNSEL

YOLO COUNTY AGREEMENT NO. 78-152

State of California The Resources Agency
DEPARTMENT OF PARKS & RECREATION

FILED

JUL 21 1978

PROJECT AGREEMENT

STATE, URBAN, AND COASTAL PARK BOND ACT OF 1976 LAURENCE P. HENIGAN, Clerk

APPLICANT County of Yolo

(Name of Applying Jurisdiction)

PROJECT NUMBER 76-57004

(Leave Blank)

PROJECT TITLE Yolo County Historical MuseumPROJECT PERFORMANCE PERIOD Date of Execution by State to June 30, 1983

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the State, Urban, and Coastal Park Bond of 1976, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Project involves restoration of the Gibson family home for use as a county museum including new heating and cooling systems; floor, ceiling and wall repairs; painting; security system; and all interior and exterior work necessary to the main house.

RECEIVED

JUL 21 1978

LAURENCE P. HENIGAN, Clerk

By Deputy

Approved as to Form

Micro Fiched

Dated 5-15-78Elizabeth L. Frick
County Counsel of Yolo CountyTotal State Grant not to exceed \$ 25,925

County of Yolo

Applicant (Name of applying jurisdiction)

By Chairman-Board of SupervisorsTitle Chairman-Board of SupervisorsDate 5-9-78ATTENTION
LAURENCE P. HENIGAN, ClerkBy DeputyTitle DeputyDate 5-15-78

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATIONBy DeputyDate 7/17/78

CERTIFICATION OF FUNDING

(Leave Blank)

CONTRACT NUMBER

40-09-108

FUND

State, Urban and Coastal Park Bond Fund of

Project #76-57004

AMOUNT OF THIS ESTIMATE

\$ 25,925.00

UNENCUMBERED BALANCE

\$

ADJ. INCREASING ENCUM-
BRANCE

\$

ADJ. DECREASING ENCUM-
BRANCE

\$

APPROPRIATION

ITEM

518(256.2)

CHAPTER

359

STATUTES

1978

FISCAL YEAR

1978-79

LINE ITEM ALLOTMENT

40-79 W0806 860

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER

T.B.A. No.

B.R. No.

Date

STATE, URBAN, AND COASTAL PARK BOND ACT OF 1976

Project Agreement
Special Provisions

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the State, Urban, and Coastal Park Bond Act of 1976 as amended.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

Micro Fiched

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. The Applicant agrees to complete the Project in accordance with the time of project performance set forth on page 1, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans and specifications shall be reviewed and approved by the State.
4. The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.
5. The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.
6. All significant deviations from the Project shall be submitted to the State for prior approval.
7. If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the Applicant's approved appraisal of such property which has also been approved by State or the amount established as compensation by a nonstipulated final judgment in an eminent domain proceeding. The approved appraisal report (prepared in accordance with Government Code Section 7267 to 7267.7 inclusive) used to establish the fair market value or compensation shall be furnished to State for review and approval. Applicant agrees to furnish State additional supportive appraisal material or justification as may be requested by State.

Applicant agrees to furnish State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.

8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

C. Project Costs

The grant moneys to be provided Applicant under this agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, the State shall disburse to Applicant the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this agreement:
 - a. When acquisition is through negotiated purchase, State will disburse the amount of the State approved purchase price together with State approved costs of acquisition.
 - (1) State may elect to make disbursement for deposit into escrow.
 - b. When acquisition is through proceedings in eminent domain, State will disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.
 - c. In the event Applicant abandons such eminent domain proceedings, Applicant agrees to bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.
2. If the Project includes development, after approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 90% of the State grant amount allocated for development upon receipt and approval by State of Applicant's plans and specifications or Force Account Schedule.

Micro Fiched

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

In any event Applicant shall provide State a report showing total final Project expenditures.
2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.
3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.
5. Gross income that is earned by the Applicant from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.

4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefits exceed to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

Micro Fiched

1. Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against State and Applicant because of the concurrent negligence of State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

4. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Applicant shall without cost to State operate and maintain the property acquired or developed pursuant to this agreement in the manner and according to the standards acceptable to State.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

Agreement No. 78-153

Woodland, California

May 9, 1978

FILED

MAY 17 1978

LAURENCE P. HENIGAN, Clerk

By *Paul A. Rodgers*
Deputy

HILDA M. RODEGERDTS

GRANTOR

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 78-6 in the form of a Grant Deed, covering the following described property:

A 30.00 foot wide strip of land being a portion of the North One-half of Section 9, Township 10 North, Range 1 East, M.D.B. & M., Yolo County, California, said 30.00 foot wide strip being more fully described as follows:

BEGINNING at the North Quarter corner of said Section 9; THENCE East 122.82 feet along the North line of said Section 9 to the Northwesterly right of way line of County Road No. 17; thence South 60°00'00" West 60.00 feet along said Northwesterly right of way line; thence West 353.70 feet along a line parallel with and 30.00 feet Southerly of said North line of Section 9 to the Northeasterly right of way line of County Road No. 17; thence North 57°00'00" West 55.08 feet along said Northeasterly right of way line to the North line of said Section 9; thence East 329.04 feet along said North line of Section 9 to the point of beginning.

Containing 0.277 acres.

Document No. 78-7 in the form of a Highway Easement Deed, covering the following described property:

A parcel of land being a portion of the North One-half of Section 9, Township 10 North, Range 1 East, M.D.B. & M., Yolo County, California, said parcel of land being more fully described as follows:

COMMENCING at the North Quarter corner of said Section 9; thence East 122.82 feet along the North line of said Section 9 to the Westerly right of way line of County Road 17; thence South 60°00'00" West 60.00 feet along said Westerly right of way line to the TRUE POINT OF BEGINNING; THENCE continuing along the right of way of County Road 17 the following 3 (three) courses:

1 1) South 60°00'00" West 110.98 feet, 2) South
2 85°20'23" West 153.46 feet, 3) North 57°00'00"
West 124.77 feet; thence East 353.70 feet to the
3 true point of beginning.

4 Containing 0.36 acres.

5 have been executed and delivered to Lloyd H. Roberts, Director of
6 Public Works of the County of Yolo.

Micro Fiched

7 In consideration of which, and the other consideration herein-
8 after set forth, it is mutually agreed as follows:

9 I. The parties have herein set forth the whole of their
10 agreement. The performance of this agreement constitutes the
11 entire consideration for said document and shall relieve the
12 County of Yolo all further obligations or claims on this account,
13 or on account of the location, grade and construction of the
14 proposed public improvement.

15 II. The County shall:

16 A. Pay the undersigned grantor the sum of \$100.00 for
17 the property as conveyed by Grant Easement Deed No. 78-6
18 and Highway Easement Deed No. 78-7 (herein described)
19 within sixty (60) days after date title to said property vests in
20 or is in escrow for the County of Yolo, free and clear of all
21 liens, encumbrances, assessments, easements, and leases (recorded
22 and/or unrecorded).

23 This transaction will be handled through an escrow number
24 74837 with Western Title Guaranty Company, P. O. Box 372, Woodland,
25 California 95695.

26 B. Pay all escrow and recording fees incurred in this
27 transaction including documentary tax stamps, if required, and if
28 title insurance is desired by the County, the premium charged
29 therefor.

30 C. Upon completion of this project, known as County
31 Road No. 17, Work Order Number 4306 and the opening of the same
32 to public travel, the Board of Supervisors, pursuant to Section

1 960.1 of the Streets and Highways Code, will abandon all that
2 portion of County Road No. 17 lying Southerly of a line
3 approximately parallel with the centerline of the new road
4 surface and distant not more than thirty-five feet therefrom.

5 D. During construction of this project the County will:

6 1. Remove the existing pavement and base of
7 that portion of County Road No. 17 which is to be
8 superceded by the new construction. Areas of Micro Filled
9 pavement and base removal will be backfilled with
10 native material and graded to a smooth contour.

11 2. Construct standard steel post, barb wire
12 and wire mesh fence along the new Southerly line
13 of County Road No. 17 but on Grantor's remaining
14 property.

15 III. Grantor hereby agrees to permit County or its
16 Contractor to enter upon the lands of the Grantor as may be
17 necessary to accomplish the work as described in D above.

18 IN WITNESS WHEREOF, the parties have executed this
19 agreement the day and year first above written.

20
21
22 Dated: April 4, 1978

Hilda M. Rodegerdts
HILDA M. RODEGERDTS

23
24 RECOMMENDED FOR APPROVAL

25 BY Joseph H. Friele
5-17-78

26 Approved as to Form

27 Dated 5-16-78

28 Joseph H. Friele
29 County Counsel of Yolo County

COUNTY OF YOLO

30
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

FILED

MAY 15 1978

LAURENCE P. HENIGAN, Clerk

By BARRARA A. RODGERS
Deputy

AGREEMENT NO. 78-154

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 9th day
of May, 1978, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter
called COUNTY and DIOGENES, INC. hereinafter
called RECIPIENT.

W I T N E S S E T H:

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1. COUNTY has received and has on hand funds from the
Federal Government pursuant to the provisions of the State and
local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221-1267).

2. RECIPIENT has submitted an application and proposal
for a grant of revenue sharing funds, and the Board of Supervisors
of COUNTY in public hearing fully examined said proposal and has
approved it by Minute Order on April 11, 1978; COUNTY wishes to
implement said proposal pursuant to Government Code Sections
25209.5 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this agreement, pay
over to RECIPIENT, the sum of \$9,000.00.

2. RECIPIENT, hereby promises and undertakes to use all
of said funds exclusively for the purposes stated in the summary
of proposal and budget statement attached hereto as Exhibits "A"
and "D" respectively and incorporated herein by this reference,
and agrees to comply with the terms of this agreement.

3. RECIPIENT agrees that the activities to be under-
taken pursuant to this Agreement are those activities described
in Exhibit "A" and agrees to administer said activities by or
under the supervision of RECIPIENT in such a manner so as to
insure compliance with said exhibit. Failure of RECIPIENT to
confine its activities to those described in Exhibit "A" shall

1 constitute a material breach of this agreement and COUNTY may, at
2 its sole option, immediately terminate or enforce this agreement
3 as provided by Paragraph 19.

4 4. Non-governmental RECIPIENTS agree to deposit and
5 expend all funds received pursuant to this agreement through a
6 separate checking account. All recipients agree to separately
7 account for all revenue sharing funds with sufficient detail to
8 enable COUNTY'S auditor to determine the amount received, and
9 amount expended, and that the amount remaining at any time.
10 RECIPIENT further agrees to report to COUNTY the expenditures of
11 such funds in the form and manner prescribed by COUNTY. If
12 revenue sharing funds are invested, the interest therefrom must
13 be used within the budget categories approved by the Board of
14 Supervisors.

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15 5. All funds not spent by the end of the contract
16 period must be returned to the County unless an extension for the
17 use of these funds is granted by the Board of Supervisors.

18 6. RECIPIENT agrees that the funds transferred to it
19 must be for a program, project or activity that will require its
20 expenditure within a reasonable time. Such funds cannot be in-
21 vested by the secondary recipient as a base for an endowment fund
22 from which only the income earned therefrom will be used. Such
23 investment would constitute non-compliance.

24 7. Accounting:

25 RECIPIENT agrees:

26 a. To cause an independent audit of the program
27 which is the subject to this agreement.

28 b. To maintain proper and adequate records and
29 ledgers sufficient to enable an audit of the program
30 which is the subject of this agreement, and to make
31 said ledgers and records available to such auditor upon
32 reasonable request of COUNTY.

1 c. To maintain its financial accounts in a manner
2 effective to:

3 (1) Permit necessary reports required by the
4 Secretary of the Treasury to be prepared therefrom.

5 (2) Permit the tracing of Revenue Sharing
6 funds to a level of expenditure which is adequate
7 to establish that such funds have not been used in
8 violation of the restrictions and prohibitions of
9 the Act, applicable regulations and this agreement.

10 (3) Be available to inspection by employees of
11 COUNTY the aforesaid records and documents, upon
12 reasonable request of COUNTY. Micro Fiched

13 (4) To establish and maintain accounting pro-
14 cedures which meet normally accepted accounting
15 practices and principles, and to comply with the
16 recommendations of COUNTY'S auditor for the purpose
17 of establishing and maintaining such accounting
18 practices and fulfilling the terms of this agreement.

19 8. Compliance with State and Local Fiscal Assistance
20 Act of 1972, as amended.

21 RECIPIENT agrees to comply with all requirements of the
22 State and Local Fiscal Assistance Act of 1972 (Public Law 92-512,
23 31 USC 1221 through 1264) and with all applicable rules and regu-
24 lations promulgated thereunder. (31 CFR 51).

25 9. Non Discrimination:

26 a. RECIPIENT agrees to comply with Title VI and
27 VII of the Civil Rights Act of 1964, with Section 122(a)
28 of the Revenue Sharing Act, with 31 CFR Sections 51.50 -
29 51.62 attached hereto as Exhibit "B" and incorporated
30 herein by this reference, and with the Constitution and
31 applicable laws of the State of California.

32 b. RECIPIENT agrees and warrants that it will not,

1 directly or through contractual or other arrangements,
2 on the grounds of race, color, national origin or sex:

3 (1) Deny any service or other benefits provided
4 subject to this agreement.

5 (2) Provide any service or other benefit which
6 is different, or provided in a different form from
7 that provided to others.

8 (3) Subject any person to segregated or sepa-
9 rate treatment in any facility, or in any manner or
10 process related to receipt of any service or bene-
11 fit.

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12 (4) Restrict in any way the enjoyment of any
13 advantage or privilege enjoyed by others receiving
14 any service or benefit.

15 (5) Treat any individual differently from
16 others in determining whether that individual satis-
17 fies any admission, enrollment, eligibility, member-
18 ship or other requirement or condition which
19 individuals must meet in order to be provided any
20 service or other benefit.

21 (6) Deny any person an opportunity to partici-
22 pate in any program or activity as an employee.

23 (7) Deny any person an equal opportunity to
24 participate as appointed members of planning or
25 advisory bodies in connection with the disposition
26 of entitlement funds.

27 (8) Utilize criteria or methods of administra-
28 tion of the program which is the subject of this
29 agreement which has the effect of:

30 (a) subjecting individuals to discrimina-
31 tion.

32 (b) perpetuating the results of past

1 discriminatory practices.

2 (c) Defeating or substantially impairing
3 accomplishment of the objectives of the program
4 or activity with respect to individuals of a
5 particular race, color, national origin, or
6 sex, age, handicap and religion.

7 (9) Make a selection of sites or locations for
8 facilities operated pursuant to this agreement
9 which has the effect of: Micro Fiched

10 (a) Excluding individuals from such
11 facilities.

12 (b) Denying the individuals the benefits
13 of such facilities.

14 (c) Subjecting individuals using the
15 facilities to discrimination.

16 10. Insurance:

17 Without limiting RECIPIENT'S agreement to indemnify
18 COUNTY, RECIPIENT agrees to maintain in force at all times during
19 the performance of this agreement, a policy or policies of in-
20 surance sufficient to fully cover its operation. RECIPIENT
21 further agrees to maintain in full force and effect the policy
22 or policies of insurance which are described on the applicable
23 section of RECIPIENT'S proposed budget, attached hereto as Exhibit
24 "A" and incorporated herein by this reference. RECIPIENT agrees
25 not to cancel or reduce the amount of coverage of any of the
26 aforesaid insurance without giving notice in writing at least 10
27 days in advance of such cancellation or modification to COUNTY,
28 and agrees to abide with reasonable requirements imposed by
29 COUNTY upon said cancellation or modification. RECIPIENT further
30 agrees and warrants that during all times during the performance
31 of this agreement, RECIPIENT will, at its sole cost, maintain
32 Workmen's Compensation Insurance fully covering all employees of

1 RECIPIENT.

2 11. Indemnification:

3 RECIPIENT agrees and warrants that it shall indemnify,
4 defend and hold harmless COUNTY, its officers, agents and employ-
5 ees from and against any and all claims, losses, liabilities or
6 damages, including attorney's fees arising out of or resulting
7 from the performance of this agreement, caused in whole or in
8 part by any negligent act or omission of RECIPIENT or anyone
9 directly or indirectly employed by RECIPIENT, regardless of
10 whether or not it is caused in part by a party indemnified here-
11 under. RECIPIENT further agrees and warrants that in the event
12 that COUNTY becomes obligated to reimburse the Federal Government
13 for any Revenue Sharing funds which are subject to this agreement
14 by virtue of the non compliance of RECIPIENT with any applicable
15 Federal law or regulation, RECIPIENT shall reimburse COUNTY for
16 said obligation of COUNTY to the Federal Government.

17 12. Relationship of Parties:

18 At all times during the performance of this agreement,
19 RECIPIENT is an independent contractor of COUNTY; at no time will
20 any employee, agent, or contractor of RECIPIENT by, or be con-
21 strued to be, any employee, agent or contractor of COUNTY for any
22 purpose.

23 13. Assignability:

24 This agreement is not assignable in whole or in part
25 without the written consent of COUNTY.

26 14. Subcontracting:

27 RECIPIENT shall not enter into subcontracts for any of
28 the work contemplated under this agreement without first obtaining
29 written approval from COUNTY.

30 15. Waiver:

31 Any waiver by COUNTY of any default, breach, or conditions
32 of this agreement, shall not be construed as a waiver by COUNTY

1 of any other default, breach, or condition, or any other right
2 hereunder.

3 16. Merger Clause:

4 This writing embodies the full understanding of the
5 parties hereto, and is intended to supersede all other agreements
6 between the parties as to the subject matter contained herein,
7 whether written or oral, prior or contemporaneous. No alteration
8 or variation of any term of this agreement shall be valid unless
9 made in writing and signed by the parties hereto or their succes-
10 sors in office.

11 17. Successors:

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12 This agreement shall bind and insure to the benefit of
13 the successors in interest of COUNTY and RECIPIENT in the same
14 manner as if such party had been expressly named herein.

15 18. Term:

16 The term of this agreement is from the date of its exe-
17 cution until June 30, 1978, unless otherwise terminated as
18 provided herein.

19 19. Termination:

20 Either party to this agreement may terminate the agree-
21 ment upon delivery to the other party of a notice of termination,
22 said termination to be effective no sooner than thirty (30) days
23 after delivery of such a notice, and said termination to be
24 effective only upon the reimbursement to COUNTY of all revenue
25 sharing funds unexpended by RECIPIENT as of the date of termina-
26 tion; provided, however, that in the event that the funds
27 available to COUNTY under the State and Local Assistance Act of
28 1972 are reduced or withdrawn by the Federal Government, COUNTY
29 may terminate this agreement immediately, and RECIPIENT agrees to
30 reimburse COUNTY immediately for all funds unexpended as of the
31 date of said termination.

32 RECIPIENT acknowledges and agrees that COUNTY shall

1 retain ultimate control over all aspects of the program funded by
2 this agreement which involves the exercise of judgment and/or
3 discretion. COUNTY has fully examined RECIPIENT'S proposal, and
4 has determined that provision of the facilities and/or services
5 described therein fulfills a valid and necessary public purpose,
6 and that the method of administration of said program as des-
7 cribed in said proposal is proper.

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8 RECIPIENT agrees to obtain prior written approval of
9 COUNTY before implementing any changes in the aforesaid program
10 which require the vote of the directing board of RECIPIENT, or
11 which in fact constitute a substantial alteration in the scope,
12 purpose, method of administration, method of selecting clients
13 or recipients, method of charging fees, if any, or allocation of
14 the funds received pursuant to this agreement. Failure to obtain
15 said approval shall constitute a material breach of this agree-
16 ment, and COUNTY may, at its sole option, immediately terminate
17 or enforce this agreement. In the event COUNTY terminates this
18 agreement because of said breach, RECIPIENT will immediately
19 repay to COUNTY all revenue sharing funds which were unexpended
20 on the day preceeding the breach regardless of when RECIPIENT
21 was notified of the breach by COUNTY.

22 IN WITNESS WHEREOF, the parties hereto have executed
23 this agreement on the day and year first above written.

24 COUNTY OF YOLO, a political subdivision
25 of the State of California

26 BY *Arthur H. Brown*
CHAIRMAN OF THE BOARD OF SUPERVISORS

27 ATTEST:

28 LAURENCE P. MENIGAN, CLERK

29 BY *Chas. E. Lucas*
DEPUTY

30 (SEAL)

31
32 APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By *Elizabeth S. Fuchs* - 8 -
DEPUTY COUNTY COUNSEL

RECIPIENT:

BY *[Signature]*
EXECUTIVE DIRECTOR

EXHIBIT A

Description of program for which Federal Revenue Sharing Funds will be used and respective functions of recipient and County:

1. The Department of Social Services has responsibility for all minors described in Section 601 of the Welfare and Institutions Code who are referred via law enforcement and other county agencies. The primary case plan will be established by the Department of Social Services Staff.
2. Diogenes, Inc., under the direction of the Department of Social Services, shall provide sheltered care for minors described in Section 601 of the Welfare and Institutions Code for a period not to exceed 90 days as provided by Section 654a of the Welfare and Institutions Code. Micro Fiched
3. Sheltered Care Services provided by Diogenes, Inc. shall include only any immediate counselling and supportive services that are necessary for the minor's successful adjustment while in sheltered care, to include coordination with and transportation to and from medical appointments. Long term casework plan and followups shall be provided by the Department of Social Services.
4. Diogenes, Inc. shall reserve at least two (2) spaces for minors referred by the Department of Social Services and such minors shall not be removed from sheltered care unless authorized by Department of Social Services staff, or as provided for in 5 below.
5. Minors who are exhibiting illegal behavior while in sheltered care at Diogenes, Inc. may be removed from sheltered care and be referred to the Probation Department for possible detention in juvenile hall.
6. The Department of Social Services shall be responsible for the return of runaway minors from other counties and states.
7. Diogenes, Inc. shall provide a twenty-four (24) hour intake service which shall include assessment of the immediate situation and the need for sheltered care of minors referred, immediate contact with parents or guardians of minors, and subsequent notification of Department of Social Services staff. The Department of Social Services staff shall contact the minor and Diogenes, Inc. staff the next working day to develop an ongoing case plan for the minor.
8. Under the direction of the Department of Social Services, Diogenes, Inc. staff may provide short term crisis casework services to minors referred under the jurisdiction of the Department of Social Services. Casework services limited to counselling sessions with minor and family members or other significant persons and shall be aimed at return of minor to home within 10 days. After 10 days, the Department of Social Services will assume responsibility for further counselling.
9. All youth in need of foster placement shall be the responsibility of the Department of Social Services.
10. Department of Social Services staff shall maintain daily contact during the work week with Diogenes, Inc. when minors under the Department of Social Services jurisdiction are sheltered there and a weekly conference shall be held between the Department of Social Services supervisor and Diogenes, Inc. House Director to discuss the week's activities.

Note: Operation as stated above is contingent upon continued federal funding.

EXHIBIT B

General Information about the Agency:

Agency's Name Diogenes, Inc.
Agency's Address P. O. Box 807
Davis, CA 95616
Agency's Phone No. (916) 756-5668

Chairman of the Agency's Governing Body:

Micro Fiched

Name Judy Brush
Address 2201 Third Avenue
Sacramento, CA 95818
Phone No. 451-0721 (916)

Executive Director of the Agency:

Name Ronald W. Clement
Address P. O. Box 807
Davis, CA 95616
Phone No. 756-5668

Person held accountable within the Agency for the expenditure of funds:

Name Vicente Fernandez
Signature _____
Address P. O. Box 807
Davis, CA 95616
Phone No. (916) 756-5668

EXHIBIT C

Financial Information about the Agency

1. Agency's Insurance Agent

Agency A. Mason Blodgett & Associates

Address Fifty California Street

San Francisco

CA

94111

Phone No. (415) 788-0300

Micro Fiched

Name of Insuring Company Great Western Fire Insurance Company

Excess Insurance Company, CL, LTD,

London, England

Public Liability Limits Combined single limit - Bodily injury
\$300,000; Combined single limit - General liability \$200,000.

2. Agency Employees

Agency Employee Identification Number # 23 - 7348227

3. Federal Income Exemption Status

Agency's IRS Exemption Letter attached: Yes X No

EXHIBIT D

1977/78
Revenue Sharing Budget

Budget Categories	Amounts
<u>SALARIES</u> (Name of Position)	
1. Program Coordinator (100% T)	\$ 2,775
2. Resident Counselors (2 @ 100% T)	3,630
3. Program Coordinator (100% T)	2,400
4.	
5.	
6.	
	Micro Fiched
<u>BENEFITS</u> (OASDI, Health, etc.)	
(Rate 7%) Balance of \$421.00 to be paid by Federal Funds	195
RENT	
UTILITIES	
TELEPHONE	
INSURANCE (Liability, Workmen's Comp., etc.)	
OFFICE EXPENSE	
PROFESSIONAL SERVICES	
TRAVEL	
OTHER-MISCELLANEOUS (describe)	
1.	
2.	
3.	
4.	
5.	
6.	
CAPITAL OUTLAY (Equipment, etc.) (describe)	
1.	
2.	
3.	
4.	
5.	
TOTAL (COUNTY ALLOCATED REVENUE SHARING FUNDS)	\$ 9,000

*No cents--round off to even dollar.

**County allocated revenue sharing money ONLY--do not include monies from other sources.



Internal Revenue Service

Date:

8 MAR 1971

In reply refer to:

L-178, Code 414

A:FAH:39

SF:EO:74-273

Diogenes, Incorporated
P.O. Box 565
Davis, California 95616

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Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(vi).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

Donald J. Coleman
District Director(Acting)

FRANCHISE TAX BOARD

SACRAMENTO, CALIFORNIA 95867

September 26, 1973

In reply refer to
EO:JCS:tlwDiogenes, Incorporated
P. O. Box 565
Davis, CA 95616

Purpose:	Charitable and educational
Form of Organization:	Corporation
Accounting Period Ending:	June 30
Organization Number:	690224 0

Micro Fiched

Gentlemen:

Based on the information submitted and provided your present operations continue unchanged or conform to those proposed in your application, you are exempt from State franchise or income tax under Section 23701d, Revenue and Taxation Code. Any change in operation, character or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

You are required to file Form 199 (Exempt Organization Annual Information Return) or Form 199B (Exempt Organization Annual Information Statement) on or before the 15th day of the 5th month (4-1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 3rd month (2-1/2 months) after the close of your annual accounting period.

Contributions made to you are deductible by donors as provided by Sections 17214 through 17216.2 and 24357 through 24359 of the Code, unless your purpose is testing for Public Safety.

If the organization is incorporating or is a foreign corporation qualifying to do business in California, this approval will expire unless incorporation or qualification is completed within 30 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

James C. Stewart
James C. Stewart
Counsel

cc: Secretary of State (Corp)

DIAGENES YOUTH SERVICES

P.O. Box 807, 111 "G" Street Suite 28
Davis, California 95616
(916) 756-5968

April 4, 1973

RECEIVED

APR - 6 1973

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

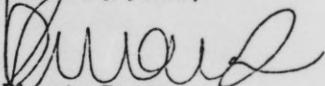
Micro Fiched

Laurence P. Henigan
County Clerk for
Board of Supervisors
Courthouse
Woodland, CA 95695

Dear Mr. Henigan:

Enclosed you will find copies of our insurance policies in effect at the present time. As you can see by the cover letter, there is another excess policy on the way. We will send you a copy of it as soon as we receive it.

Sincerely yours,



Vicente Fernandez
Fiscal Officer

jah
enclosures

SERVING YOUTH AND FAMILIES IN THE SACRAMENTO/YOLO AREA



A. H. Blodgett & Associates INSURANCE BROKERS

March 7, 1978

Diogenes, Inc.
P.O. Box 807
Davis, CA. 95616

Micro Fiched

ATTN: Mr. Ron Clement

Dear Mr. Clement;

Enclosed is the package policy that was issued for you through Excess Insurance Co. Please note that the coverages include personal injury, non-owned auto, and liability for your premises and operations. The policy that was sent to you earlier was excess over the coverages outlined on this policy, and you will also be receiving another excess policy in the future, bringing final coverage limits of liability to \$1,000,000. Any coverages on the base policy will also be covered in the excess policies, as far as liability goes.

We have received your correspondence of 2/15/78 indicating that you are now leasing an office on 9097 Tuolumne in Sacramento. To cover this, we will need to know the exact square footage of the portion you are using. Please get that to us as soon as possible, so that we may get you an endorsement.

Regarding the premium calculations that you had inquired about: There was a credit due you on the previous policy of \$69.64, therefore with the previous billing of \$916, and this billing of \$1233.94, the total amount that you owe us is \$1,091.30. The payment you had made to us of \$614 went into paying off the earned premium on the previous policy that you had back in September, and the \$69.64 was the amount left over.

We are pleased to provide these services for you. Be sure to let us know if there are any questions or comments on any of this.

Sincerely,

Susan Preston

Susan Preston
A. H. BLODGETT & ASSOC.
SVP

FIFTY CALIFORNIA STREET
SAN FRANCISCO, CA 94111
415/393-0030

Name, Address, and Zip Code

WILLIAMS, INC.
P. O. BOX 807
DAVIS, CALIFORNIA

FOR HOME OFFICE USE ONLY				
Reg. Exch.	Cou. Ins.	Adm. Exp.	Marketing	Fin. Exp.

XL 3648

NEW
Renewal of Number

Name, Address, and Zip Code

WILLIAMS BROTHERS & ASSOCIATES, INC.
50 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94111

ITEM 2.

Policy Period: Mo/Oy/Yr

From 1-8-78

To 1-8-79

Agency No. 04821

12:01 A.M. Standard Time at the address of the named insured as stated herein, unless sooner terminated by any termination of the primary insurance.

Location of insured premises (or insured location) is as stated in Item 1., unless otherwise stated herein:

Micro Fiched

AS PER PRIMARY POLICY

CRISIS CENTER

The named insured warrants that primary insurance with limits equal to the amounts shown in Column I below is in force on the effective date of this policy:

INSURANCE COMPANY	ADDRESS OF PRIMARY INSURER	POLICY NUMBER	POLICY PERIOD	PREMIUM
EXCESS INSURANCE CO., LTD. LONDON, ENGLAND		EX125-2370	From: 1-8-78 To: 1-8-79	1,123.00

COVERAGE - LIMITS. The insurance afforded is only with respect to such of the following coverages as are indicated by a checkmark in the column next to the coverage. The limit of the company's liability against such coverage shall be as stated herein, subject to all the terms of the policy having reference thereto.

TYPE OF INSURANCE: (Check One) ☐ Automobile Liability

☒ General Liability

TYPE OF INSURANCE	I. UNDERLYING LIMITS OF PRIMARY INSURANCE		II. COMPANY'S LIMIT OF LIABILITY (AMOUNT IN EXCESS OF UNDERLYING LIMITS)		COMPANY RATES	COMPANY PREMIUM
PROPERTY DAMAGE	\$	.000.	(Each Person)	\$	.000.	
	\$	300 .000.	(Each Accident or Occurrence)	\$	200 .000.	
	\$	COMBINED SINGLE LIMIT .000.	(Aggregate)	\$	COMBINED SINGLE LIMIT .000.	\$ 500.00
PROPERTY DAMAGE	\$	C.S.L. .000.	(Each Accident or Occurrence)	\$	C.S.L. .000.	
	\$	.000.	(Aggregate)	\$	.000.	\$
TAXES & FEES						16.00
Total Premium:						\$ 516.00

With Authority or endorsements attached at issue

NOTICE TO POLICYHOLDER (Please read carefully):

- This policy covers excess limits only as shown in Column II after and only after the limits, as shown in Column I, of another insurance company, referred to as the primary insurer, are fully used and exhausted.
- The policy does not and is not intended to satisfy financial responsibility or compulsory insurance laws or requirements of any governmental jurisdiction.
- Any misrepresentation or any concealment or fraud on the part of the insured which misrepresentation, concealment or fraud affects either the acceptance of the risk or the hazard assumed by the company shall render this policy void.
- Notice of all accidents or occurrences must immediately be given to Great Southwest Fire Insurance Company whether or not such accidents or occurrences appear likely to involve this policy.

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1766, and is placed in an insurer as insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

Great Southwest



Great Southwest Co.

1-31-78

GREAT SOUTHWEST FIRE INSURANCE CO.

his insurance policy placed in the California Insurance Code, Sections 1760 through 1763, and is placed in an insurer or insurer not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

Agent of Interest
A. M. MURPHY
50 CALIFORNIA STREET
SAN FRANCISCO, CA 94111

12:01 AM Standard time at location of described property

2. The Award limited to: ☐ Partnership ☐ Corporation

☐ Joint Venture

☐ Other.
 Occupancy of Premises
 OFFICE
 OFFICE: CONTROL

Micro Fiched

[illegible][illegible]

each person	\$	(10,000)
each person	\$	(10,000)

.....

SECTION 14 - CIVIL RIGHTS

1. The first part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation $f(x) = \sum_{n=0}^{\infty} a_n x^n$, where $a_n = \frac{1}{n!}$. It is shown that $f(x)$ is an entire function and that $f(x) = e^x$. The second part of the paper is devoted to the study of the properties of the function $g(x)$ defined by the equation $g(x) = \sum_{n=0}^{\infty} b_n x^n$, where $b_n = \frac{1}{n!}$. It is shown that $g(x)$ is an entire function and that $g(x) = e^x$.

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1. The first group of people who are interested in the study of the history of the United States are the people who are interested in the history of the United States.

APR 1970

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COVERAGE		COVERAGE	
1	A. Building	1	B. Medical
2	a. Personal Property	2	c. Medical
3	b. Loss Capacity	3	d. Medical
4		4	e. Medical
5		5	f. Medical
6		6	g. Medical
7		7	h. Medical
8		8	i. Medical
9		9	j. Medical
10		10	k. Medical
11		11	l. Medical
12		12	m. Medical
13		13	n. Medical
14		14	o. Medical
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17		17	r. Medical
18		18	s. Medical
19		19	t. Medical
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64		64	bm. Medical
65		65	bn. Medical
66		66	bo. Medical
67		67	bp. Medical
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in the endorsement, made part of this Policy, if indicated by []

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I have been reading the material which would be required to be reported by me under
 the act, and I am very sorry to say that I am unable to do so. I am very sorry to say
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[illegible]

and the other matters of fact which are hereby made a part of the policy, to be
part of the policy.

FILED

MAY 15 1978

LAURENCE P. HENIGAN, Clerk
By *Barbara Rodgers*
Deputy

AGREEMENT NO. 78-155

(Agreement for Preparation of Documents and Provision of Assistance to Manpower Coordinator)

THIS AGREEMENT made and entered into this 2th day of May, 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Navari & Associates, hereinafter referred to as CONTRACTOR.

Micro Fiched

WHEREAS, Yolo County is preparing to make application to become a prime sponsor under the Comprehensive Employment and Training Act of 1973, and

WHEREAS, it is necessary to prepare applications and supporting documents for submission to the United States Department of Labor, and

WHEREAS, Navari & Associates, CONTRACTOR, has represented that it is qualified and experienced to prepare such documents and to render assistance to County staff,

NOW, THEREFORE, the parties thereto do mutually agree as follows:

1. CONTRACTOR will prepare two documents:

a. A Title I prime sponsor agreement.

b. A Title I annual plan for federal fiscal year 1978-1979.

2. CONTRACTOR will provide assistance as needed to County's Manpower Coordinator.

3. Preparation of Documents. Each document will be prepared in accordance with CETA Regional Bulletin 53-77. All sections delineated therein will be completed by CONTRACTOR except those sections which, by mutual agreement with the Yolo County Manpower Coordinator, would best be completed by County staff. Each document will be completed in final draft and presented to the Yolo County Manpower Coordinator no later than 2 and 1/2 months

1 from the date of this Agreement. A final draft is defined as a
2 product which may be submitted to the Department of Labor only
3 after review and minor revisions are made by both County staff
4 and the federal Manpower representative.

5 4. Assistance. Assistance to the Yolo County Manpower Coordin-
6 ator will be provided in a manner consistent with that of an
7 advisor. Such assistance will be provided on an as needed basis
8 during the five (5) month period immediately following the date
9 of this Agreement.

10 5. Payment Schedule.

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11 a. Preparation of Documents.

12 (1) County agrees to pay CONTRACTOR \$1,620 for each
13 document.

14 (2) Said amount is computed as follows:

15 80 professional hours X \$20 per hour

16 5 secretarial hours X \$4 per hour

17 (3) Total cost for preparation of documents shall
18 not exceed \$3,240.

19 (4) Said payments for each document shall be made
20 by COUNTY to CONTRACTOR within thirty (30) days after the
21 date the document is presented to and accepted by the Yolo
22 County Manpower Coordinator.

23 b. Assistance.

24 (1) County agrees to pay CONTRACTOR at the rate of
25 \$20 per hour for assistance rendered in accordance with Section 4
26 of this Agreement.

27 (2) Payments for assistance shall be made by COUNTY
28 to CONTRACTOR in two installments, on submission of claims and
29 invoices by CONTRACTOR.

30 First installment - 2 and 1/2 months
31 after date of this Agreement.

32 Second installment - 5 months after
date of this Agreement.

1 (3) CONTRACTOR shall submit itemized invoices with
2 its claims for payment, showing the number of hours worked, the
3 dates work was performed, the name of each person who rendered
4 any part of the assistance, and the number of hours worked by
5 each such person.

6 6. County staff shall assemble and provide CONTRACTOR any
7 and all data or information requested of COUNTY by CONTRACTOR,
8 as deemed necessary by CONTRACTOR in order to complete the
9 final draft of the two documents referred to herein. **Micro Fiched**

10 7. CONTRACTOR agrees to defend, indemnify, and hold COUNTY
11 harmless from any and all claims, liability or loss arising in
12 any way out of CONTRACTOR's performance of this Agreement.

13 8. It is specifically understood and agreed that in performance
14 of the services agreed upon under this Agreement, CONTRACTOR is
15 at all times acting and performing as an independent contractor,
16 and is not an employee or agent of COUNTY for any purpose.
17 CONTRACTOR is not subject to the direction and control of
18 COUNTY except as to final result and except as set forth herein.
19 No employee, agent, or subcontractor of CONTRACTOR is an
20 employee, agent, or subcontractor of COUNTY for any purpose.

21 9. CONTRACTOR shall be solely liable and responsible to pay
22 all required taxes and other obligations, including, but not
23 limited to, withholding and Social Security. CONTRACTOR
24 agrees to indemnify and hold the COUNTY harmless from any
25 liability which it may incur to the Federal or State Govern-
26 ments as a consequence of this contract.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year hereinabove set forth.

COUNTY OF YOLO, a political sub-
division of the State of California

BY *Robert H. Lucas*
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
5-12-78
NAVARI & ASSOCIATES

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY *Robert E. Lucas*
DEPUTY

BY *Robert H. Lucas*

(SEAL)

Micro Fiched

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

BY *CH R Mack*
DEPUTY COUNTY COUNSEL

CONTRACT FOR AUDITING SERVICES

PT-47 REV. 2 (1-78)

FILED

MAY 18 1978

LAURENCE P. HENIGAN, Clerk

By Richard A. ...
Deputy

AGREEMENT NO. 78-157

THIS AGREEMENT made and entered into this 16th day of May 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LOWELL E. GARRISON, hereinafter called CONTRACTOR,

W I T N E S S E T H :

Micro Fiched

RECITALS:

1. COUNTY has been notified that the services heretofore rendered by the State Board of Equalization, free of cost to the County, in providing appraisal and assessment of dry gas wells in Yolo County is no longer available.
2. There are a number of such dry gas wells in Yolo County which must be appraised and assessed in order that they bear an equitable portion of the Yolo County tax burden.
3. It is necessary that a qualified Petroleum Engineer with a thorough knowledge of dry gas well appraisal techniques be utilized for purposes of appraising and assessing such wells, and the Yolo County Assessor's office is presently without a member of its staff so qualified.
4. CONTRACTOR is a 1954 graduate of the University of California, trained in the science of Geology, is a registered geologist and is experienced in the field of Petroleum Geology, particularly in dry gas well appraisal and assessment.

- 1 5. COUNTY desires to obtain, and CONTRACTOR desires to provide
2 appraisal and assessment services with respect to producing
3 properties located in the County of Yolo.

4 AGREEMENTS:

- 5 1. In accordance with the terms and conditions of this agreement,
6 CONTRACTOR agrees to provide to COUNTY the following appraisal,
7 assessment and related services to assist the duly elected Assessor
8 in the County of Yolo in properly assessing such property: **Micro Fiched**
9
10 A. Accumulate and interpret reserves, production, contractual, and
11 performance data on each of the gas wells found within the con-
12 fines of Yolo County. The data and interpretations to be derived
13 from the dry gas well property statements and other information.
14 B. To visit operators as necessary, including once a year with at
15 least the large operators, expenses and travel allowance to
16 be borne by CONTRACTOR.
17 C. Determine reserves remaining for the tax year of each well which,
18 for appraisal purposes, may be combined into a field or unit.
19 Such determination to be based on volumetric or pressure/cumu-
20 lative studies either originally, or as a check against the
21 operator's figures.
22 D. On the basis of 1) remaining reserves, 2) contractual or
23 physical rate of take, and 3) expected decline, appraise the
24 properties on an income/net present worth approach. All dis-
25 count rates used are to accurately reflect the tax rate in the
26 code areas involved.
27
28

- 1 E. CONTRACTOR to make his appraisals by offsetting equipment
2 values against the mineral values and putting the appraisal
3 to parcels.
- 4 F. CONTRACTOR shall calculate the assessed value of the above
5 taxable property.
- 6 G. Prepare a report including the following: 1) cross references
7 to field and operator summaries, 2) appraisal by parcel sheets,
8 3) appraisal calculations, 4) all pertinent geologic and res-
9ervoir engineering charts, and 5) this report to be indexed.
- 10 H. The above referenced shall be delivered to the Assessor's office
11 no later than June 15, 1979. **Micro Fiched**
- 12 I. Whenever requested, at no additional cost to COUNTY, to
13 represent the Assessor at the Petroleum Advisory Sub-committee
14 meeting, and make such additional occasional written reports.
- 15 J. Maintain current at all times, the required information and data
16 by keeping records of newly completed wells and monthly pro-
17duction in Yolo County.
- 18 K. Represent the Assessor in defense of any appraisal in sampling
19 by State Board of Equalization, or challenge by the taxpayer,
20 before the County Board of Equalization.
- 21 L. Maintain at all times the highest of ethical and professional
22 standards.
- 23 2. In accordance with the terms and conditions of this Agreement, COUNTY
24 agrees as follows:
25
26
27
28

1 A. To pay CONTRACTOR a flat fee for services rendered pursuant
2 to this Agreement, in the amount of FIVE THOUSAND (\$5,000)
3 DOLLARS.

4 B. That the fee above mentioned shall be paid on or before
5 June 30, 1979.

6 3. IT IS MUTUALLY AGREED that:

Micro Fiched

- 7 A. In the performance of the work, duties and obligations devolving
8 upon him under this Agreement, CONTRACTOR is at all times
9 acting and performing as an independent contractor, practicing
10 his profession of Petroleum Consultant. CONTRACTOR agrees
11 to perform his work and functions at all times in strict accor-
12 dance with currently approved methods and practices in his
13 profession, and that the sole interest of the COUNTY is to
14 assure that said work and functions shall be performed and
15 rendered in a competent, efficient and satisfactory manner.
16
17 B. No alteration or variation of the terms of this Agreement shall
18 be valid unless made in writing and executed by the parties hereto.

19
20 IN WITNESS WHEREOF, the parties hereto have executed this
21 Agreement the day and year first above written.

22
23 COUNTY OF YOLO, a political subdivi-
24 sion of the State of California

25 BY *Arthur E. Garrison*
26 CHAIRPERSON OF THE BOARD OF
27 SUPERVISORS, COUNTY OF YOLO

28 *Lowell E. Garrison*
LOWELL E. GARRISON

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3 By *Paula Rodgers*
4 Deputy

5 (SEAL)

6
7
8
9 Approved as to Form
10 Dated APR 20 1978
11 *[Signature]*
12 County Counsel
13 of Yolo County

Micro Fiched

Book

AGREEMENT NO. 78-158

AMENDMENT TO AGREEMENT NO. 75-89

(Agreement and Grant of Exclusive License to Occupy
County Land to Conduct Recreational Business)

THIS AMENDMENT TO AGREEMENT NO. 75-89, made and entered
into this 16th day of May, 1978, by and between the
COUNTY OF YOLO, a political subdivision of the State of Calif-
ornia, hereinafter called COUNTY, and SAM FORTNER, hereinafter
called CONTRACTOR,

Micro Fiched

W I T N E S S E T H:

1. Paragraph 8 of Agreement No. 75-89 is amended to read as
follows, effective immediately:

8. CONTRACTOR shall purchase and maintain in
effect a comprehensive public liability
insurance policy, with COUNTY named as a
party insured, in the minimum amount of
\$300,000 per occurrence, insuring liability
for injuries to persons and property arising
out of the operation of this enterprise, or
the acts of any person, whether customer,
agent, or servant of CONTRACTOR arising
out of or suffered by reason of the opera-
tions of this enterprise. Said insurance
policy shall contain a provision to the
effect that prior to cancellation or termina-
tion of said policy a thirty day written
notice to COUNTY of such proposed cancellation

1 or termination shall be rendered by the
2 insurance company. CONTRACTOR shall furnish
3 COUNTY a copy of said insurance policy upon
4 the execution of this Agreement. CONTRACTOR
5 agrees to make continuing efforts to obtain
6 insurance in the minimum amount of \$1,000,000
7 per occurrence, with COUNTY named as a party
8 insured. Continued operation by CONTRACTOR *Micro Fiched*
9 under the provisions and terms of this Agreement
10 is expressly conditioned on CONTRACTOR's con-
11 tinuing good faith efforts to obtain the higher
12 coverage specified above. CONTRACTOR shall promptly
13 notify COUNTY when such coverage has been obtained
14 and shall furnish COUNTY a copy of said insurance
15 policy.

16 2. All other provisions of Agreement No. 75-89 shall remain
17 unchanged.

18 IN WITNESS WHEREOF, the parties hereto have executed this
19 Agreement as of the day and year hereinabove set forth.

20 APPROVED AS TO FORM
21 CHARLES R. MACK
22 COUNTY COUNSEL

COUNTY OF YOLO, a political sub-
division of the State of California

23 BY *Eligible A. Friel*
24 DEPUTY COUNTY COUNSEL

BY *W. H. McFarland*
CHAIRMAN OF THE BOARD OF SUPERVISORS
5-18-78

25 ATTEST:

26 LAURENCE P. HENIGAN, CLERK

CONTRACTOR

BY *Barbara Rodgers*
DEPUTY

(SEAL)

YO COUNTY AGREEMENT NO. 7, 159

State of California The Resources Agency
DEPARTMENT OF PARKS & RECREATION

PROJECT AGREEMENT STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1974

APPLICANT County of Yolo PROJECT NUMBER 57-0011
(Name of Applying Jurisdiction) (Leave Blank)
PROJECT TITLE Gibson House Museum
PROJECT PERFORMANCE PERIOD Date of Execution by State to June 30, 1983

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974, agrees to fund the project up to the total state Grant amount indicated.

PROJECT DESCRIPTION:

Project involves restoration of the historic old Gibson House in Woodland as a museum including flooring repairs, rewiring, heating and air conditioning, brick work, wall papering, painting and installation of security devices.

Micro Fiched

Approved as to Form

Dated 5-18-78

Elizabeth L. Smith
County Council of Yolo County

Total State Grant not to exceed \$ 19,499

County of Yolo

Applicant (Name of applying jurisdiction)

Arthur B. Edwards
Signature of Authorized Representative

Title Chairman, Board of Supervisors

Date May 16, 1978

ATTEST:

LAURENCE P. HENIGAN, CLERK

By *Laurence P. Henigan*

Title Deputy Clerk

Date May 16, 1978

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By *Elwood Porter*

Date 7/1/78

CERTIFICATION OF FUNDING

(Leave Blank)

CONTRACT NUMBER <u>30-45-016</u>		FUND <u>State Beach, Park, Recreational and Historical Facilities Bond Fund of 1974</u>			
5719 M 27/2/78	AMOUNT OF THIS ESTIMATE \$ <u>19,499.00</u>	APPROPRIATION			
	UNENCUMBERED BALANCE \$	ITEM <u>508 (66)</u>	CHAPTER <u>359</u>	STATUTES <u>78</u>	FISCAL YEAR <u>1978/79</u>
	ADD INCREASING ENCUMBRANCE \$	FUNCTION			
	ADD DECREASING ENCUMBRANCE \$	LINE ITEM ALLOCATION <u>30-79 51455 860</u>			
I Herby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance.					T.B.A. No. <u>1</u> B.R. No. <u>1</u>
SIGNATURE OF ACCOUNTING OFFICER <i>David L. Henigan</i>					Date <u>4-7-78</u>

STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1974

Project Agreement
Special Provisions

Micro Fiched

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974 as amended.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. The Applicant agrees to complete the Project in accordance with the time of project performance set forth on Page 1 and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans and specifications shall be reviewed and approved by the State.
4. The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.
5. The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.
6. All significant deviations from the Project shall be submitted to the State for prior approval.
7. If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the applicant's approved appraisal of such property which has also been approved by state or the amount established as compensation by a nonstipulated final judgment in an eminent domain proceeding. The approved appraisal report (prepared in accordance with Government Code Section 7267 to 7267.7 inclusive) used to establish the fair market value or compensation shall be furnished to state for review and approval. Applicant agrees to furnish state additional supportive appraisal material or justification as may be requested by state.

Applicant agrees to furnish State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.

8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

C. Project Costs

The grant moneys to be provided Applicant under this agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, the State shall disburse to Applicant the grant moneys as follows, but not to exceed in any event the State grant amount allocated for acquisition as set forth on page 1 of this agreement:
 - a. When acquisition is through negotiated purchase, State will disburse the amount of the State approved purchase price together with State approved costs of acquisition.
 - (1) State may elect to make disbursement for deposit into escrow.
 - b. When acquisition is through proceedings in eminent domain, State will disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.
 - c. In the event Applicant abandons such eminent domain proceedings, Applicant agrees to bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.
2. If the Project includes development, after approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 90% of the State grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by State of a statement of estimated costs from Applicant.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

In any event Applicant shall provide State a report showing total final Project expenditures.
2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.
3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.
5. Gross income that is earned by the Applicant from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.

Micro Fiched

4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, park, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

1. Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against State and Applicant because of the concurrent negligence of State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

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G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.
2. The Applicant may use any generally accepted accounting system provided such system meets the minimum requirements as may be established by State.

H. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Applicant shall without cost to State operate and maintain the property acquired or developed pursuant to this agreement in the manner and according to the standards acceptable to State.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

AGREEMENT NO. 78-160

(Supplemental to Agreement No. 72-231)

SUBDIVISION IMPROVEMENT AGREEMENT
Subdivision No. 2155

FILED

MAY 31 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara Poljan*
Deputy

THIS AGREEMENT is made and entered in this 23rd day
of May, 1978, by and between Forest Taylor,
Carroll Brock, and Ramco Oil Co., Inc.

hereinafter referred to as "Subdivider", and the County of
Yolo, hereinafter referred to as "County". Micro Fiched

WHEREAS, it is the intent of the parties hereto that
the Subdivider assumes the obligations of paragraph 17 of
Agreement No. 72-231 dttd September 11, 1972; and

WHEREAS, the Subdivider proposes to subdivide and
develop that area known and referred to as a portion of
Subdivision 2155 and properties to the West of Subdivision 2155,
and promises to present plans and specifications for the development
of intersection improvements as hereinafter set forth.

NOW THEREFORE, the parties agree as follows:

1. The Subdivider will, as further development occurs
within Subdivision No. 2155 or resubdivision thereof and to the
west of Subdivision 2155, install channelization and traffic
signals, when warranted, at the intersection of Jefferson
Boulevard and Linden Road. The Subdivider agrees to develop and
construct (at no cost to County or State) as a part of further
Subdivision development, channelization and traffic signals
subject to State and County approval.

It is agreed that such construction and installation
will not be required until such time as at least one of the
warrants is met as given in the latest "Manual on Uniform
Traffic Control Devices for Streets and Highways" as published
by the Bureau of Public Roads and shall be completed within
twenty-four months of the date hereof or twelve months following
the determination by County that at least one of said warrants
has been met, whichever is later.

All such intersection improvements shall be in accordance with plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by Department of Public Works or such other standards acceptable to the County of Yolo and shall be timely completed in a good and workmanlike manner. Subdivider shall, upon completion, relinquish said improvements to the agency of jurisdiction as agreed upon herein.

Micro Fiched

2. Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of those intersection improvements herein described and installed.

3. Subdivider will furnish County evidence acceptable to County of insurance insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of \$100,000 in respect to personal injuries and/or death of any one person, \$300,000 in respect to personal injuries or death for any one occurrence, and \$50,000 in respect to property damage in any one occurrence.

4. Subdivider shall notify the Director of Public Works of the commencement of the work of intersection improvements.

5. The completion of these intersection improvements shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said

improvement shall not be final until the written notice of final acceptance of all the intersection improvements shall have been delivered to the Subdivider as required herein.

6. That the Subdivider agrees to remedy any defects in the intersection improvements arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof.

7. If the construction should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

Micro Fiched

8. Should the Subdivider fail to construct said intersection improvements, repairs or corrective work within the time or times specified in this Agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider or his surety.

9. Subdivider shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Sections 66499, et. seq., of the Government Code. The amount of such "Improvement Security" shall not be less than 100% of the estimated cost of the public improvements including the incidentals.

10. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, 15% or \$500.00, whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 6 of this Agreement.

Where title to the subdivided property is held by the record owner thereof under a holding agreement, this Agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

11. Any extension of time hereunder shall not operate to release the surety on the "Improvement Security" filed pursuant to this Agreement. In this connection, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

12. Time is of the essence of each and all of the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above written.

COUNTY OF YOLO

By *W E [Signature]*
Vice Chairman, Board of Supervisors

SUBDIVIDER

Micro Fiched

[Signature]
Carroll B Bond
RAMCO DIST CO INC
[Signature]

Approved as to Form

Dated 5-31-78

OH Feltz, deputy
County Counsel of Yolo County

RECEIVED

JUL 10 1978

LAURENCE P. HENIGAN, Clerk

By.....
DeputyAMENDMENT TO CONTRACT BETWEEN THE
BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THEBOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

FILED

JUL 10 1978

LAURENCE P. HENIGAN, Clerk

By *Debra E. Conley*
DEPUTY

The Board of Administration, Public Employees' Retirement System, herein-after referred to as "Board", and the governing body of above public agency, hereinafter referred to as "Public Agency", having entered into a contract under date of November 5, 1959, effective January 1, 1960, and as amended effective January 1, 1961, February 1, 1964, January 1, 1971, November 1, 1973, December 1, 1975, and January 1, 1977, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 9 are hereby stricken from said contract as executed effective November 1, 1973, and hereby replaced by the following paragraphs number 1 through 11 inclusive: Micro Fiched

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for miscellaneous members and age 55 for local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1960, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except such as by express provisions thereof apply only on the election of contracting agencies.
3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. County Peace Officers (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as miscellaneous members).

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

PERSONS HIRED ON OR AFTER NOVEMBER 1, 1973 WHO ARE EMPLOYED ON A TEMPORARY AND/OR SEASONAL BASIS IF IT IS A CONDITION OF EMPLOYMENT AT THE TIME OF HIRE THAT SAID EMPLOYMENT NOT EXCEED SIX MONTHS.

4. The fraction of final compensation to be provided for each year of credited prior and current service as a miscellaneous member shall be determined in accordance with Section 21251.13 of said Retirement Law subject to the reduction provided therein for Federal Social Security (Modified 24 at age 60).
5. The fraction of final compensation to be provided for each year of credited prior and current service as a safety member shall be determined in accordance with Section 21252.1 subject to the reduction for Federal Social Security as provided in Section 21252.45 of said Retirement Law (Modified one-half pay at age 55).
6. Paragraph 5 above shall not apply to those local safety members who elected to continue under the provisions of the contract prior to the amendment effective January 1, 1971.
7. The following additional provisions of the Public Employees' Retirement Law which apply only upon election of a contracting agency shall apply to the Public Agency and its employees:

Micro Fiched

 - a. Section 20952.5 (providing for age 50 as the minimum voluntary retirement age for local safety members, with benefit payments commencing prior to age 55 subject to actuarial discount).
 - b. Section 20930.3 (allowing public service credit under the provisions of Chapter 1437, Stats. 1974, for up to four years of continuous military or merchant marine service).
 - c. Section 21222.6 (providing a fifteen-percent increase in allowances to which the annual cost-of-living provisions apply, payable for time commencing on the first day of the calendar month coinciding with or next following the effective date of the amendment to add this section to this contract, to or on account of certain miscellaneous members retired or deceased prior to July 1, 1971).
 - d. Section 20933.6 (providing that miscellaneous members attaining age 67 may continue in employment irrespective of age as members of said System upon certification of the member's competence by Public Agency).
8. Public Agency, in accordance with Section 20740, Government Code, ceased to be an "employer" for purposes of Chapter 6 of the Public Employees' Retirement Law effective on December 1, 1975. Accumulated contributions of Public Agency as of the aforementioned date shall be fixed and determined as provided in Section 20759, Government Code, and accumulated contributions as of the aforementioned date and contributions thereafter made shall be held by the Board as provided in Section 20759, Government Code.

9. Public Agency shall contribute to said Retirement System as follows:

- a. With respect to miscellaneous members, the agency shall contribute the following percentages of monthly salaries earned as miscellaneous members of said Retirement System:
 - (1) 0.948 percent until June 30, 2000, on account of the liability for prior service benefits.
 - (2) 9.379 percent on account of the liability for current service benefits.
 - b. With respect to local safety members, the agency shall contribute the following percentages of monthly salaries earned as local safety members of said Retirement System:
 - (1) 1.169 percent until June 30, 2001, on account of the liability for prior service benefits. Micro Fiched
 - (2) 10.076 percent on account of the liability for current service benefits.
 - c. A reasonable amount per annum, as fixed by the Board to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodical investigation and valuations required by law.
 - d. A reasonable amount as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodical investigation and valuations required by law.
10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodical investigation and valuation required by said Retirement Law.
11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within thirty days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances, or adjustments on account of errors in contributions required of any employee may be made by direct cash payments between the employee and the Board. Payments by Public Agency to Board may be made in the form of warrants, bank checks, bank drafts, certified checks, money orders, or cash.

B. This amendment shall be attached to said contract and shall be effective on
the 21st day of June, 19 78.

Witness our hands this 23 day of May, 19 78.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

BY Carl J. Blechinger
Carl J. Blechinger, Executive Officer

BY Micro Fiched
Presiding Officer
Vice Chairman

Approved as to form:

Attests
LAURENCE P. HENIGAN, CLERK

Legal Office, PRIN
6-19-78

BY Barbara P. Jones
EXTRA Deputy (SEAL)

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By O.H. Ruff
DEPUTY COUNTY COUNSEL

RECEIVED

JUL - 5 1978

LAURENCE P. HENIGAN, Clerk

By..... Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

FILED

Sub-Grantee Name		JUL - 5 1978	
Diogenes Youth Services (Project #07)		LAURENCE P. HENIGAN, Clerk	
Address		By <i>Barbara A. Padgett</i>	
1421 Drake Drive		Deputy	
City	Phone:	Micro Fiched	
Davis, CA 95616	756-5668		
Program Director	Date of Modification		
	May 22, 1978		

The Sub-Grant between the parties, Yolo County Agreement No. 77-158
is hereby modified as follows: 78-88

1. Net amount of funds affected by this modification:

Increase

~~Decrease~~ of \$ 1,068.

2. The grant period originally starting on 8-29-77 and ending on 6-28-78 is extended from 8-29-78 to 8-28-78.
3. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
4. The attached exhibit sets forth the positions authorized and financed during the modification period.
5. This modification is effective on the Date of Modification set forth above.

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

Ronald W. Clement, Executive Director
(Typed Name & Title of
Authorized Officer)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY *John E. Edwards*
DEPUTY

DIOGENES YOUTH SERVICE
RURAL OUTREACH
PROJECT #07

<u>POSITION/TITLE</u>	<u>WAGES AND BENEFITS</u>
Outreach Worker	\$ 8,131.00
Outreach Worker	8,255.00
Parental Stress Service Coordinator	<u>5,547.00</u>
TOTAL COST	\$21,933.00

Micro Fiched

Contract period 12 months for two (2) Outreach Workers
effective 8-29-77 through 8-29-78.

RECEIVED

JUN - 8 1978

LAURENCE P. HENIGAN, Clerk

By..... Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE II & VI

AGREEMENT NO. 78-163

FILED

JUN - 8 1978

Sub-Grantee Name

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers
DEPUTY

County office of Education - Project MOVE

Address

500 First Street

City

Phone:

Woodland, CA 95695

666-8563

Program Director

Date of Modification

June 1, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 77-269
is hereby modified as follows:

1. Net amount of funds affected by this modification:

Increase

of \$ 800.00

~~XXXXXXXXXX~~
~~Decrease~~

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
3. The attached exhibit sets forth the source and use of funds authorized during the modification period from 6-1-78 to 9-30-78.
4. Payments shall be for the amount of one thousand six hundred fifty five (\$1,655) dollars monthly for the modification period.
5. This modification is effective on the Date of Modification set forth above.

County Office of Education - Project MOVE
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

Jack J. Potter
(Signature of Authorized Officer)

Arthur H. Edmonds

Jack J. Potter
County Superintendent of Schools
(Typed Name & Title of
Authorized Officer)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers
DEPUTY

(SEAL)

BUDGET

CETA - TITLES II & VI

COUNTY OFFICE OF EDUCATION - PROJECT MOVE

<u>Source of Funds:</u>	<u>Pool Administration Average % Charged</u>	<u>Funding From Each Title</u>
<u>Title</u>		
II	16%	\$ 2,768
VI	84%	<u>14,532</u>
		\$ 17,300

Micro Fiched

Use of Funds:

Services and supplies rendered to CETA Titles II & VI by Project
MOVE.



423 MAIN STREET
WOODLAND CALIFORNIA 95695
666 0925

MORE OPPORTUNITY THROUGH VARIED EDUCATION

May 10, 1978

In EAST YOLO:
950 SACRAMENTO AVE.
BRODERICK, CALIFORNIA
95605
371-8869

IN DAVIS:
204 F ST.
DAVIS, CALIFORNIA
95616
756-8082

Mr. Ralph Harris
Manpower Coordinator
914 Covey Court, Suite 7
Woodland, CA 95695

Micro Fiched

Dear Ralph:

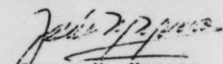
In reviewing the agreement No. 77-269 between the Yolo County Office of Education and The County of Yolo, for provision of services as described in recital 3, and in the work statement of this agreement, we discovered that the amount agreed upon, \$16,500, to be received by the Yolo County Office of Education, has not been sufficient to cover unexpected and projected expenditures for the implementation of this agreement.

These expenditures have been due to the demands of the Department of Labor to comply with the maintenance of effort in our local jurisdiction. We were able to determine the need for an additional \$800 to meet these unexpected and projected costs for the remainder of our fiscal year by the cost analysis that has been done.

Since this amount will change the total allocation of our actual agreement, I would like to receive directions from your office to either modify the actual contract or to write a new one.

If you have any further questions, please let me know as soon as possible.

Sincerely,


Jesus M. Moreno
Project Director

JMM:mef

ON THE JOB TRAINING * CLASSROOM TRAINING

OUTREACH * COUNSELING * YOUTH TRAINING PROGRAM * CAREER INFORMATION

A YOLO COUNTY OFFICE OF EDUCATION - CETA MANPOWER PROGRAM

Budget Card

Fiscal Year

Budget

C.E.T.A. SUPPLIES USED FOR THE MONTH OF JANUARY, FEBRUARY 1978

BY MARIA BRAVO

Page No. 1

1.0.

Prop.

Acct.

	Description	Trans Date	Cost Per Unit	Quantity	Total Amount	Month Total	Current Total	Balance
1	Stencils		.50	20	10.00			
2	Paper, Ink ^{white 146-1}		^{Calend} 1.58	6	9.38			
3	Postage		.13/?	125/11	^{approx.} 19.00			
4	Envelopes: White		.04	160	6.40			
5	Envelopes: Manila		.05	16	.80			
6	Typewriter Ribbon		3.54		3.54			Micro Fiches
7	File Folders		2.50		2.50	51.62		
8	Xerox		.05					
9	Misc. Office Supplies		⊖	⊖	⊖			
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Supplies used by Maria Bravo for the month of March 1978
FOR CETA

Prog.

Page No.

Acct.

	Description	Trans Date	Warr Date	Warr #	Amount	Month Total	Cumul Total	Balance
1	Stencils	March			\$ 8.50			
2	Paper	"			7.90			
3	Postage	"			31.74			
4	Envelopes - White	"			3.96			
5	Envelopes - Manila	"			.45			
6	Typewriter Ribbon	"			7.08			Micro Fiched
7	Xerox	"			29.95			
8	Misc. Office Supplies	"			44.29			
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10	Total Expenses for the month of MARCH 1978:					\$ 131.27		
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Vendor Ledger Card

Fiscal Year

Budget

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Supplies used by Maria Bravo for the month of April 1978 for CETA

Prog.

Page No. 1

Acct.

	Description	Trans Date	Warr Date	Warr #	Amount	Month Total	Current Total	Balance
1	Stencils	April			\$ 15.00			
2	Paper & Ink	"			14.78			
3	Postage	"			38.39			
4	Envelopes (White)	"			6.72			
5	Envelopes (Manila)	"			1.15			
6	File Folders	"			1.25			
7	Misc. Office Supplies	"			12.21	89.50		Micro Fiched
8	Xerox	"			18.45	107.95		
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FILED

JUN - 9 1978

AGREEMENT NO. 78-164

(Transfer Agreement)

LAURENCE P. HENIGAN, Clerk

By [Signature]
DEPUTY

THIS AGREEMENT, made and entered into this 6th day

of June, 1978, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, on behalf of YOLO GENERAL HOSPITAL,
hereinafter referred to as COUNTY, and SOMERSET WEST CAPITAL CONVALESCENT
HOSPITAL, CORP., doing business as SOMERSET GOLDEN STATE CONVALESCENT
HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

Micro Fiched

W I T N E S S E T H:

RECITALS:

To facilitate continuity of care and the timely transfer
of patients and records between YOLO GENERAL HOSPITAL and the
CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above
institutions to the other has been determined and substantiated by the
patient's physician, the institution to which transfer is to be made
agrees to admit the patient as promptly as possible, provided admission
requirements in accordance with Federal and State laws and regulations
are met.

2. The transferring institution will send with each patient at
the time of transfer, or in the case of emergency, as promptly as
possible, the completed transfer and referral forms mutually agreed
upon to provide the medical and administrative information necessary
to determine the appropriateness of the placement and to enable continuing
care to the patient. The transfer and referral forms will include such

1 information as current medical findings, diagnosis, rehabilitation
2 potential, a brief summary of the course of treatment following in the
3 transferring institution, nursing and dietary information, ambulation
4 status; and pertinent administrative and social information.

5 3. YOLO GENERAL HOSPITAL shall make available its diagnostic and
6 therapeutic services, including emergency dental care, on an outpatient
7 basis as ordered by the attending physician subject to Federal and State
8 laws and regulations.

Micro Fiched

9 4. The institution responsible for the patient shall be accountable
10 for the recognition of need for social services and for prompt reporting
11 of such need to the local Welfare Department or other appropriate sources.

12 5. The transferring institution will be responsible for the
13 transfer or other appropriate disposition of personal effects,
14 particularly money and valuables, and information related to these
15 items.

16 6. The transferring institution will be responsible for effecting
17 the transfer of the patient, including arranging for appropriate and
18 safe transportation and care of the patient during the transfer in
19 accordance with applicable Federal and State laws and regulations.

20 7. Charges for services performed by either facility shall be
21 collected by the institution rendering such services, directly from
22 the patient, third-party payor and other sources normally billed by the
23 institution. Neither facility shall have any liability to the other
24 for such charges.

25 8. The Governing Board of each facility shall have exclusive control
26 of policies, management assets and affairs of its respective institutions.

1 Neither institution shall assume any liability by virtue of the agreement
2 for any debts or other obligations incurred by the other party to this
3 agreement.

4 9. Nothing in this agreement shall be construed as limiting the
5 rights of either institution to contract with any other facility on a
6 limited or general basis. **Micro Fiched**

7 10. This agreement shall commence on July 1, 1978, and shall remain
8 in effect on a continuing basis; however, it may be terminated by either
9 facility upon thirty (30) days' written notice, with copies to the
10 Bureau of Health Facilities Licensing and Certification, State Department
11 of Public Health, 744 "P" Street, Sacramento, California, 95814. This
12 agreement shall be automatically terminated should either facility fail
13 to maintain its licensure or certification.

14 11. This agreement shall be maintained in the facility's files
15 with a copy of the agreement sent to the Certification Unit, Department
16 of Health Care Services, 714 "P" Street, Sacramento, California, 95814.

17 12. This agreement supersedes Agreement No. 77-199.

18 IN WITNESS WHEREOF, the parties hereto have executed this
19 agreement as of the day and year hereinabove set forth.

20 DATED: 5-25-78

21

22 SOMERSET WEST CAPITAL CONVALESCENT
23 HOSPITAL, CORPORATION, doing business
24 as SOMERSET GOLDEN STATE CONVALESCENT
HOSPITAL

(Name of Skilled Nursing Home)

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Mr. T. J. Bush, admin.
ADMINISTRATOR

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YOLO GENERAL HOSPITAL
Hospital

COUNTY OF YOLO, a political sub-
division of the State of California

By Arthur H. Lawrence
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

JUN - 9 1978

ATTEST: LAURENCE T. HENIGAN, CLERK

By Chas. E. Mack Deputy

JUN - 9 1978

Micro Fiched

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By Robert M. Hest
DEPUTY COUNTY COUNSEL

FILED

JUN - 9 1978

1 AGREEMENT NO. 78-165

LAURENCE P. HENIGAN, Clerk

2 (Transfer Agreement)

By *[Signature]*
DEPUTY

3
4 THIS AGREEMENT, made and entered into this 6th day of

5 June, 1978, by and between the COUNTY OF YOLO, a political

6 subdivision of the State of California, on behalf of YOLO GENERAL

7 HOSPITAL, hereinafter referred to as COUNTY, and CAMELLIA CONVALESCENT

8 HOSPITAL, INC., doing business as WOODLAND SKILLED NURSING FACILITY,

9 hereinafter referred to as CONVALESCENT HOSPITAL.

10 WITNESSETH:

Micro Fiched

11 RECITALS:

12 To facilitate continuity of care and the timely transfer of
13 patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT
14 HOSPITAL, the parties named above hereby agree as follows:

15 1. When a patient's need for transfer from one of the above
16 institutions to the other has been determined and substantiated by the
17 patient's physician, the institution to which transfer is to be made
18 agrees to admit the patient as promptly as possible, provided admission
19 requirements in accordance with Federal and State laws and regulations
20 are met.

21 2. The transferring institution will send with each patient at
22 the time of transfer, or in the case of emergency, as promptly as possible,
23 the completed transfer and referral forms mutually agreed upon to provide
24 the medical and administrative information necessary to determine the
25 appropriateness of the placement and to enable continuing care to the
26 patient. The transfer and referral forms will include such information

1 as current medical findings, diagnosis, rehabilitation potential, a brief
2 summary of the course of treatment following in the transferring
3 institution, nursing and dietary information, ambulation status, and
4 pertinent administrative and social information.

5 3. YOLO GENERAL HOSPITAL shall make available its diagnostic
6 and therapeutic services, including emergency dental care, on an
7 outpatient basis as ordered by the attending physician subject to
8 Federal and State laws and regulations.

Micro Fiched

9 4. The institution responsible for the patient shall be accountable
10 for the recognition of need for social services and for prompt reporting of
11 such need to the local Welfare Department or other appropriate sources.

12 5. The transferring institution will be responsible for the
13 transfer or other appropriate disposition of personal effects,
14 particularly money and valuables, and information related to these items.

15 6. The transferring institution will be responsible for effecting
16 the transfer of the patient, including arranging for appropriate and safe
17 transportation and care of the patient during the transfer in accordance
18 with applicable Federal and State laws and regulations.

19 7. Charges for services performed by either facility shall be
20 collected by the institution rendering such services, directly from the
21 patient, third-party payor and other sources normally billed by the
22 institution. Neither facility shall have any liability to the other for
23 such charges.

24 8. The Governing Board of each facility shall have exclusive control
25 of policies, management assets and affairs of its respective institutions.
26 Neither institution shall assume any liability by virtue of the

1 agreement for any debts or other obligations incurred by the other party
2 to this agreement.

3 9. Nothing in this agreement shall be construed as limiting
4 the rights of either institution to contract with any other facility
5 on a limited or general basis.

Micro Fiched

6 10. This agreement shall commence on July 1, 1978, and remain in
7 effect on a continuing basis; however, it may be terminated by either
8 facility upon thirty (30) days' written notice, with copies to the
9 Bureau of Health Facilities Licensing and Certification, State Department
10 of Public Health, 744 "P" Street, Sacramento, California, 95814. This
11 agreement shall be automatically terminated should either facility
12 fail to maintain its licensure or certification.

13 11. This agreement shall be maintained in the facility's files
14 with a copy of the renewed agreement sent to the Certification Unit,
15 Department of Health Care Services, 714 "P" Street, Sacramento,
16 California, 95814.

17 12. This agreement supersedes Agreement No. 77-200.

18
19 IN WITNESS WHEREOF, the parties hereto have executed this
20 agreement as of the day and year hereinabove set forth.

21 Dated: May 19, 1978

22
23 WOODLAND SKILLED NURSING
24 FACILITY
(Name of Skilled Nursing Home)

David Lepin
ADMINISTRATOR

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COUNTY OF YOLO, a political sub-
division of the State of California

YOLO GENERAL HOSPITAL
Hospital

By Atty H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
JUN - 9, 1978

ATTEST: LAURANCE P. BENIGAN, CLERK

By Pete E. Brown Deputy

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

Micro Fiched

By Charles R. Mack
DEPUTY COUNTY COUNSEL

FILED

JUN 9 1978

AGREEMENT NO. 78-166

LAURENCE P. MENIGAN, Clerk

By *Laurence P. Menigan*
DEPUTY

(Transfer Agreement)

THIS AGREEMENT, made and entered into this 6th day of
June, 1978, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, on behalf of YOLO
GENERAL HOSPITAL, hereinafter referred to as COUNTY, and HACIENDA
CONVALESCENT HOSPITAL, INC., doing business as HACIENDA CONVALESCENT
HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL,

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer
of patients and records between YOLO GENERAL HOSPITAL and the
CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above
institutions to the other has been determined and substantiated by
the patient's physician, the institution to which transfer is to be
made agrees to admit the patient as promptly as possible, provided
admission requirements in accordance with Federal and State laws and
regulations are met.

2. The transferring institution will send with each patient at
the time of transfer, or in the case of emergency, as promptly as
possible, the completed transfer and referral forms mutually agreed upon
to provide the medical and administrative information necessary to
determine the appropriateness of the placement and to enable continuing
care to the patient. The transfer and referral forms will include such

1 information as current medical findings, diagnosis, rehabilitation poten-
2 tial, a brief summary of the course of treatment following in the
3 transferring institution, nursing and dietary information, ambulation
4 status, and pertinent administrative and social information.

5 3. YOLO GENERAL HOSPITAL shall make available its diagnostic
6 and therapeutic services, including emergency dental care, on an
7 outpatient basis as ordered by the attending physician subject to Federal
8 and State laws and regulations.

Micro Fiched

9 4. The institution responsible for the patient shall be accountable
10 for the recognition of need for social services and for prompt reporting
11 of such need to the local Welfare Department or other appropriate sources.

12 5. The transferring institution will be responsible for the
13 transfer or other appropriate disposition of personal effects,
14 particularly money and valuables, and information related to these items.

15 6. The transferring institution will be responsible for
16 effecting the transfer of the patient, including arranging for appropriate
17 and safe transportation and care of the patient during the transfer in
18 accordance with applicable Federal and State laws and regulations.

19 7. Charges for services performed by either facility shall be
20 collected by the institution rendering such services, directly from
21 the patient, third-party payor and other sources normally billed by
22 the institution. Neither facility shall have any liability to the
23 other for such charges.

24 8. The Governing Board of each facility shall have exclusive
25 control of policies, management assets and affairs of its respective
26 institutions. Neither institution shall assume any liability by

1 virtue of the agreement for any debts or other obligations incurred by
2 the other party to this agreement.

3 9. Nothing in this agreement shall be construed as limiting the
4 rights of either institution to contract with any other facility on a
5 limited or general basis. **Micro Fiched**

6 10. This agreement shall commence on July 1, 1978, and shall
7 remain in effect on a continuing basis; however, it may be terminated
8 by either facility upon thirty (30) days' written notice, with copies
9 to the Bureau of Health Facilities Licensing and Certification, State
10 Department of Public Health, 744 "P" Street, Sacramento, California, 95814.
11 This agreement shall be automatically terminated should either facility
12 fail to maintain its licensure or certification.

13 11. This agreement shall be maintained in the facility's files
14 with a copy of the agreement sent to the Certification Unit, Department
15 of Health Care Services, 714 "P" Street, Sacramento, California, 95814.

16 12. This agreement supersedes Agreement No. 77-197.

17 IN WITNESS WHEREOF, the parties hereto have executed this
18 agreement as of the day and year hereinabove set forth.

19 Dated: May 18, 1978

20 HACIENDA CONVALESCENT HOSPITAL,
21 INC., doing business as
22 HACIENDA CONVALESCENT HOSPITAL
Name of Skilled Nursing Home)

George Sawyer
ADMINISTRATOR

23
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26 YOLO GENERAL HOSPITAL
Hospital

COUNTY OF YOLO, a political sub-
division of the State of California

By *Arthur H. Edwards*
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
JUN - 9 1978

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ATTEST: LAURENCE P. HENICAN, CLERK

By *[Signature]* Deputy

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *[Signature]*
DEPUTY COUNTY COUNSEL

Micro Fiched

FILED

JUN - 9 1978

1 AGREEMENT NO. 78-167

LAURENCE P. HENIGAN, Clerk

2 (Transfer Agreement)

By LAURENCE P. HENIGAN
DEPUTY

3
4 THIS AGREEMENT, made and entered into this 6th day of

5 June, 1978, by and between the COUNTY OF YOLO, a

6 political subdivision of the State of California, on behalf of

7 YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and

8 WESTERN MEDICAL ENTERPRISES, INC., doing business as DRIFTWOOD

9 CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL.

10 WITNESSETH:

Micro Fiched

11 RECITALS:

12 To facilitate continuity of care and the timely transfer of
13 patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT
14 HOSPITAL, the parties named above hereby agree as follows:

15 1. When a patient's need for transfer from one of the above
16 institutions to the other has been determined and substantiated by
17 the patient's physician, the institution to which transfer is to be made
18 agrees to admit the patient as promptly as possible, provided admission
19 requirements in accordance with Federal and State laws and regulations
20 are met.

21 2. The transferring institution will send with each patient
22 at the time of transfer, or in the case of emergency, as promptly as
23 possible, the completed transfer and referral forms mutually agreed upon
24 to provide the medical and administrative information necessary to
25 determine the appropriateness of the placement and to enable continuing
26 care to the patient. The transfer and referral forms will include such

1 information as current medical findings, diagnosis, rehabilitation
2 potential, a brief summary of the course of treatment following in the
3 transferring institution, nursing and dietary information, ambulation
4 status, and pertinent administrative and social information.

5 3. YOLO GENERAL HOSPITAL shall make available its diagnostic and
6 therapeutic services, including emergency dental care, on an out-patient
7 basis as ordered by the attending physician subject to Federal and State
8 laws and regulations.

Micro Fiched

9 4. The institution responsible for the patient shall be accountable
10 for the recognition of need for social services and for prompt reporting
11 of such need to the local Welfare Department or other appropriate
12 sources.

13 5. The transferring institution will be responsible for the
14 transfer or other appropriate disposition of personal effects,
15 particularly money and valuables, and information related to these
16 items.

17 6. The transferring institution will be responsible for effecting
18 the transfer of the patient, including arranging for appropriate and
19 safe transportation and care of the patient during the transfer in
20 accordance with applicable Federal and State laws and regulations.

21 7. Charges for services performed by either facility shall be
22 collected by the institution rendering such services, directly from the
23 patient, third-party payor and other sources normally billed by the
24 institution. Neither facility shall have any liability to the other
25 for such charges.

26 8. The Governing Board of each facility shall have exclusive

1 control of policies, management assets and affairs of its respective
2 institutions. Neither institution shall assume any liability by virtue
3 of the agreement for any debts or other obligations incurred by the
4 other party to this agreement.

5 9. Nothing in this agreement shall be construed as limiting the
6 rights of either institution to contract with any other facility on a
7 limited or general basis.

Micro Fiched

8 10. This agreement shall commence on July 1, 1978, and remain in
9 effect on a continuing basis; however, it may be terminated by either
10 facility upon thirty (30) days' written notice, with copies to the
11 Bureau of Health Facilities Licensing and Certification, State Department
12 of Public Health, 744 "P" Street, Sacramento, California, 95814. This
13 agreement shall be automatically terminated should either facility fail
14 to maintain its licensure or certification.

15 11. This agreement shall be maintained in the facility's files
16 with a copy of the agreement sent to the Certification Unit, Department
17 of Health Care Services, 714 "P" Street, Sacramento, California, 95814.

18 12. This agreement supersedes Agreement No. 77-196.

19 IN WITNESS WHEREOF, the parties hereto have executed this
20 agreement as of the day and year hereinabove set forth.

21 Dated: JUN - 9 1978

22
23 WESTERN MEDICAL ENTERPRISES,
24 INC., doing business as
25 DRIFTWOOD CONVALESCENT HOSPITAL
26 (Name of Skilled Nursing Home)

Letty A. Russell
ADMINISTRATOR

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YOLO GENERAL HOSPITAL
Hospital

COUNTY OF YOLO, a political sub-
division of the State of California

By Arthur D. Brown
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
JUN - 9 1978

ATTEST: LAURENCE P. HENIGAN, CLERK
By John E. Lewis Deputy

APPROVED AS TO FORM
CHARLES R. MACK Micro Fiched
COUNTY COUNSEL
By Charles R. Mack
DEPUTY COUNTY COUNSEL

FILED

JUN - 9 1978

1 AGREEMENT NO. 78-168

LAURENCE P. HENIGAN, Clerk

2 (Transfer Agreement)

By [Signature]
DEPUTY

3
4 THIS AGREEMENT, made and entered into this 6th day of

5 June, 1978, by and between the COUNTY OF YOLO, a

6 political subdivision of the State of California, on behalf of

7 YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and SAINT

8 JOHN'S RETIREMENT VILLAGE, INC., doing business as STOLLWOOD

9 CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT

10 HOSPITAL,

11 WITNESSETH:

Micro Fiched

12 RECITALS:

13 To facilitate continuity of care and the timely transfer
14 of patients and records between YOLO GENERAL HOSPITAL and the
15 CONVALESCENT HOSPITAL, the parties named above hereby agree as follows:

16 1. When a patient's need for transfer from one of the above
17 institutions to the other has been determined and substantiated by the
18 patient's physician, the institution to which transfer is to be made agrees
19 to admit the patient as promptly as possible, provided admission
20 requirements in accordance with Federal and State laws and regulations
21 are met.

22 2. The transferring institution will send with each patient at
23 the time of transfer, or in the case of emergency, as promptly as
24 possible, the completed transfer and referral forms mutually agreed upon
25 to provide the medical and administrative information necessary to
26 determine the appropriateness of the placement and to enable continuing

1 care to the patient. The transfer and referral forms will include such
2 information as current medical findings, diagnosis, rehabilitation
3 potential, a brief summary of the course of treatment following in the
4 transferring institution, nursing and dietary information, ambulation
5 status, and pertinent administrative and social information.

6 3. YOLO GENERAL HOSPITAL shall make available its diagnostic and
7 therapeutic services, including emergency dental care, on an outpatient
8 basis as ordered by the attending physician subject to Federal and State
9 laws and regulations.

Micro Fiched

10 4. The institution responsible for the patient shall be
11 accountable for the recognition of need for social services and for
12 prompt reporting of such need to the local Welfare Department or other
13 appropriate sources.

14 5. The transferring institution will be responsible for the
15 transfer or other appropriate disposition of personal effects,
16 particularly money and valuables, and information related to these items.

17 6. The transferring institution will be responsible for effecting
18 the transfer of the patient, including arranging for appropriate and
19 safe transportation and care of the patient during the transfer in
20 accordance with applicable Federal and State laws and regulations.

21 7. Charges for services performed by either facility shall be
22 collected by the institution rendering such services, directly from the
23 patient, third-party payor and other sources normally billed by the
24 institution. Neither facility shall have any liability to the other for
25 such charges.

26 8. The Governing Board of each facility shall have exclusive

1 control of policies, management assets and affairs of its respective
2 institutions. Neither institution shall assume any liability by virtue
3 of the agreement for any debts or other obligations incurred by the
4 other party to this agreement.

5 9. Nothing in this agreement shall be construed as limiting the
6 rights of either institution to contract with any other facility on a
7 limited or general basis. **Micro Fiched**

8 10. This agreement shall commence on July 1, 1978, and remain
9 in effect on a continuing basis; however, it may be terminated by
10 either facility upon thirty (30) days' written notice, with copies
11 to the Bureau of Health Facilities Licensing and Certification,
12 State Department of Public Health, 744 "P" Street, Sacramento,
13 California, 95814. This agreement shall be automatically terminated
14 should either facility fail to maintain its licensure or certification.

15 11. This agreement shall be maintained in the facility's files
16 with a copy of the agreement sent to the Certification Unit, Department of
17 Health Care Services, 714 "P" Street, Sacramento, California, 95814.

18 12. This agreement supersedes Agreement No. 77-198.

19 IN WITNESS WHEREOF, the parties hereto have executed this
20 agreement as of the day and year hereinabove set forth.

21 Dated: JUN - 9 1978

22
23 SAINT JOHN'S RETIREMENT
24 VILLAGE, INC., doing business as
25 STOLLWOOD CONVALESCENT HOSPITAL
(Name of Skilled Nursing Home)

Shirley G. Green
ADMINISTRATOR

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COUNTY OF YOLO, a political sub-
division of the State of California

YOLO GENERAL HOSPITAL
Hospital

By Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
JUN - 9 1976

ATTEST: LAURENCE P. HENIGAN, CLERK

By John E. Lucas Deputy

Micro Fiched

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By Charles R. Mack
DEPUTY COUNTY COUNSEL

FILED

JUN - 9 1978

AGREEMENT NO. 78-169

LAURENCE P. HENIGAN, Clerk

(Transfer Agreement)

By *John P. Henigan*
DEPUTY

THIS AGREEMENT, made and entered into this 6th day of
June, 1978, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, on behalf of
YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and
UNITED HEALTH SYSTEMS, INC., a corporation, doing business as the
COUNTRYSIDE NURSING AND CONVALESCENT HOME, hereinafter referred to as
CONVALESCENT HOSPITAL,

WITNESSETH:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer
of patients and records between YOLO GENERAL HOSPITAL and the
CONVALESCENT HOSPITAL, the parties named above hereby agree as
follows:

1. When a patient's need for transfer from one of the above
institutions to the other has been determined and substantiated by the
patient's physician, the institution to which transfer is to be made
agrees to admit the patient as promptly as possible, provided admission
requirements in accordance with Federal and State laws and regulations
are met.

2. The transferring institution will send with each patient at
the time of transfer, or in the case of emergency, as promptly as possible,
the completed transfer and referral forms mutually agreed upon to provide
the medical and administrative information necessary to determine the

1 appropriateness of the placement and to enable continuing care to the
2 patient. The transfer and referral forms will include such information as
3 current medical findings, diagnosis, rehabilitation potential, a brief
4 summary of the course of treatment following in the transferring
5 institution, nursing and dietary information, ambulation status, and
6 pertinent administrative and social information.

7 3. YOLO GENERAL HOSPITAL shall make available its diagnostic
8 and therapeutic services, including emergency dental care, on an
9 outpatient basis as ordered by the attending physician subject to Federal
10 and State laws and regulations.

Micro Fiched

11 4. The institution responsible for the patient shall be accountable
12 for the recognition of need for social services and for prompt reporting
13 of such need to the local Welfare Department or other appropriate sources.

14 5. The transferring institution will be responsible for the
15 transfer or other appropriate disposition of personal effects,
16 particularly money and valuables, and information related to these
17 items.

18 6. The transferring institution will be responsible for
19 effecting the transfer of the patient, including arranging for
20 appropriate and safe transportation and care of the patient during the
21 transfer in accordance with applicable Federal and State laws and
22 regulations.

23 7. Charges for services performed by either facility shall
24 be collected by the institution rendering such services, directly from
25 the patient, third-party payor and other sources normally billed by
26 the institution. Neither facility shall have any liability to the other

1 for such charges.

2 8. The Governing Board of each facility shall have exclusive
3 control of policies, management assets and affairs of its respective
4 institutions. Neither institution shall assume any liability by
5 virtue of the agreement for any debts or other obligations incurred
6 by the other party to this agreement.

7 9. Nothing in this agreement shall be construed as limiting the
8 rights of either institution to contract with any other facility on a
9 limited or general basis. **Micro Fiched**

10 10. This agreement shall commence on July 1, 1978, and remain in
11 effect on a continuing basis; however, it may be terminated by either
12 facility upon thirty (30) days' written notice, with copies to the
13 Bureau of Health Facilities Licensing and Certification, State Department
14 of Public Health, 744 "P" Street, Sacramento, California, 95814. This
15 agreement shall be automatically terminated should either facility
16 fail to maintain its licensure or certification.

17 11. This agreement shall be maintained in the facility's files
18 with a copy of the renewed agreement sent to the Certification Unit,
19 Department of Health Care Services, 714 "P" Street, Sacramento,
20 California, 95814.

21 12. This agreement supersedes Agreement No. 77-195.

22 IN WITNESS WHEREOF, the parties hereto have executed this
23 agreement as of the day and year hereinabove set forth.

24

25 Dated: 5/12/78

26 / / / / /

1 UNITED HEALTH SYSTEMS, INC.,
2 doing business as THE COUNTRYSIDE
3 NURSING AND CONVALESCENT HOME
4 (Name of Skilled Nursing Home)

Thomas E. Miller
ADMINISTRATOR

Micro Fiched

COUNTY OF YOLO, a political sub-
division of the State of California

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8 YOLO GENERAL HOSPITAL
9 Hospital

By *Arthur D. Phillips*
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
JUN - 9 1978

10
11 ATTEST: LAURENCE P. HENIGAN, CLERK

12 By *Dea E. Guinn* Deputy

13
14 APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

15 By *Charles R. Mack*
16 DEPUTY COUNTY COUNSEL
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FILED

AGREEMENT NO. 78-170

JUN - 9 1978

(Transfer Agreement)

LAWRENCE P. MENICAN, Clerk
By [Signature]
DEPUTY

THIS AGREEMENT, made and entered into this 6th day
of June, 1978, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, on behalf of
YOLO GENERAL HOSPITAL, hereinafter referred to as COUNTY, and UNITED
HEALTH SYSTEMS, INC., a corporation, doing business as ALDERSON
CONVALESCENT HOSPITAL, hereinafter referred to as CONVALESCENT HOSPITAL.

W I T N E S S E T H:

Micro Fiched

RECITALS:

To facilitate continuity of care and the timely transfer of
patients and records between YOLO GENERAL HOSPITAL and the CONVALESCENT
HOSPITAL, the parties named above hereby agree as follows:

1. When a patient's need for transfer from one of the above
institutions to the other has been determined and substantiated by the
patient's physician, the institution to which transfer is to be made
agrees to admit the patient as promptly as possible, provided admission
requirements in accordance with Federal and State laws and regulations
are met.

2. The transferring institution will send with each patient at
the time of transfer, or in the case of emergency, as promptly as possible,
the completed transfer and referral forms mutually agreed upon to provide
the medical and administrative information necessary to determine the
appropriateness of the placement and to enable continuing care to the
patient. The transfer and referral forms will include such information

1 as current medical findings, diagnosis, rehabilitation potential, a brief
2 summary of the course of treatment following in the transferring
5 institution, nursing and dietary information, ambulation status, and
4 pertinent administrative and social information.

6 3. YOLO GENERAL HOSPITAL shall make available its diagnostic and
6 therapeutic services, including emergency dental care, on an outpatient
7 basis as ordered by the attending physician subject to Federal and
8 State laws and regulations. **Micro Fiched**

9 4. The institution responsible for the patient shall be accountable
10 for the recognition of need for social services and for prompt reporting
11 of such need to the local Welfare Department or other appropriate
12 sources.

13 5. The transferring institution will be responsible for the
14 transfer or other appropriate disposition of personal effects,
15 particularly money and valuables, and information related to these
16 items.

17 6. The transferring institution will be responsible for effecting
18 the transfer of the patient, including arranging for appropriate and
19 safe transportation and care of the patient during the transfer in
20 accordance with applicable Federal and State laws and regulations.

21 7. Charges for services performed by either facility shall be
22 collected by the institution rendering such services, directly from the
23 patient, third-party payor and other sources normally billed by the
24 institution. Neither facility shall have any liability to the other
25 for such charges.

26 8. The Governing Board of each facility shall have exclusive

1 control of policies, management assets and affairs of its respective
2 institutions. Neither institution shall assume any liability by virtue
3 of the agreement for any debts or other obligations incurred by the
4 other party to this agreement.

5 9. Nothing in this agreement shall be construed as limiting the
6 rights of either institution to contract with any other facility on a
7 limited or general basis.

Micro Fiched

8 10. This agreement shall commence on July 1, 1978, and remain in
9 effect on a continuing basis; however, it may be terminated by either
10 facility upon thirty (30) days' written notice, with copies to the
11 Bureau of Health Facilities Licensing and Certification, State Department
12 of Public Health, 744 "P" Street, Sacramento, California, 95814. This
13 agreement shall be automatically terminated should either facility
14 fail to maintain its licensure or certification.

15 11. This agreement shall be maintained in the facility's files
16 with a copy of the renewed agreement sent to the Certification Unit,
17 Department of Health Care Services, 714 "P" Street, Sacramento,
18 California, 95814.

19 12. This agreement supersedes Agreement No. 77-194.

20 IN WITNESS WHEREOF, the parties hereto have executed this
21 agreement as of the day and year hereinabove set forth.

22
23 Dated: 5/22/78

24 UNITED HEALTH SYSTEMS, INC., doing
25 business as ALDERSON CONVALESCENT
26 HOSPITAL
(Name of Skilled Nursing Home)

Thomas E. Mullen
ADMINISTRATOR

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YOLO GENERAL HOSPITAL
Hospital

COUNTY OF YOLO, a political sub-
division of the State of California

By Arthur H. [Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

ATTEST: LAURENCE P. HENIGAN, CLERK

By [Signature] Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By [Signature]
DEPUTY COUNTY COUNSEL

JUN - 9 1978

LAURENCE P. HENIGAN, Clerk

By L. P. Henigan
DEPUTY

AGREEMENT NO. 78-171

(Agreement to Provide Physical Therapy Services)

THIS AGREEMENT, made and entered into this 6th day of June, 1978, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and RONALD BROWN, R.P.T., hereinafter called THERAPIST,

W I T N E S S E T H:

Micro Fiched

I. This agreement governs the furnishing of the following therapeutic services:

- A. Application of diagnostic and prognostic muscle, nerve, joint, and functional ability tests.
- B. Treatment of patients to relieve pain, develop or restore function, and maintain maximum performance, using physical means such as exercise, massage, heat, water, light, and electricity, including:
 - 1) Direction and assistance of patients in active and passive exercise, muscle re-education, and gain and functional training, activities of daily living including transfer activities and prosthetic training.
 - 2) Operation of equipment such as ultra-violet and infra-red lamps, low voltage generators, diathermy, and ultra-sonic machines.
 - 3) Application of whirlpool and contrast baths and moist packs.

- 1 C. Observation, recording, and reporting to the physician of the
2 patient's reaction to treatment and any changes in the patient's
3 condition.
4 D. Instruction of patients in care and use of wheelchairs, braces,
5 crutches, canes, and prosthetic and orthotic devices.

6 II. COUNTY AGREES AS FOLLOWS:

Micro Fiched

- 7 A. To pay THERAPIST as full compensation for his services rendered
8 at the rate of 60% of the gross billings originated by the
9 department of Physical Therapy each month.
10 B. To provide at Yolo General Hospital all office space, equipment,
11 and office supplies necessary for the provision of therapeutic
12 services hereunder.

13 III. IT IS MUTUALLY AGREED AS FOLLOWS:

- 14 A. In the performance of the work, duties, and obligations devolving
15 upon him under this agreement, THERAPIST is at all times acting
16 and performing as an independent contractor practicing his pro-
17 fession of physical therapy. COUNTY shall not have nor exercise
18 any control or direction over the methods by which THERAPIST
19 shall perform his work and functions except that THERAPIST does
20 by this agreement agree to perform his work and functions at all
21 times in strict accordance with currently approved methods and
22 practices in his professional specialty and that the sole
23 interest of COUNTY is to assure that said work and functions
24 shall be performed and rendered in a competent, efficient and
25 satisfactory manner.
26 B. COUNTY expressly agrees that the work of THERAPIST may be done

1 by such assistant therapists as THERAPIST may employ, or associates
2 or partners in practice with THERAPIST, so long as approval of
3 COUNTY is obtained prior to such practice by assistant therapist
4 or associates or partners.

5 C. Neither this agreement nor any rights created hereunder are
6 assignable.

Micro Fiched

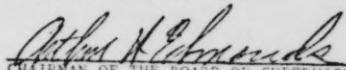
7 D. No alteration or variation of the terms of this agreement shall
8 be valid unless made in writing and signed by the parties hereto,
9 and no oral understandings and agreements not incorporated herein,
10 and no alterations or variations of the terms hereof unless so
11 made shall be binding on the parties.

12 E. The term of this agreement shall commence on July 1, 1978, and
13 shall terminate on June 30, 1979. This agreement may be
14 terminated by either party upon thirty (30) days' written notice
15 to the other of intention to terminate.

16 F. This agreement supersedes all prior agreements heretofore
17 entered into between the parties.

18 IN WITNESS WHEREOF, the parties hereto have executed
19 this agreement as of the day and year hereinabove set forth.

20 COUNTY OF YOLO, a political subdivision
21 of the State of California

22 
23 CHAIRMAN OF THE BOARD OF SUPERVISORS
24 COUNTY OF YOLO, STATE OF CALIFORNIA
25 JUN - 9 1978
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ATTEST:

LAURENCE P. HENIGAN, CLERK

By


Laurence P. Henigan
Deputy

(SEAL)

Micro Fiched

Ronald Brown R.P.T.

RONALD BROWN, R.P.T.

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *Charles R. Mack*
DEPUTY COUNTY COUNSEL

FILED

JUN - 9 1978

LAURENCE P. HENIGAN, Clerk
By [Signature]
DEPUTY

AGREEMENT NO. 78-172

(Occupational Therapy Consultants Agreement)

THIS AGREEMENT, made and entered into this 6th day
of June, 1978, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter called
COUNTY, and EVELYN E. HUNT, Route 5, Box 578, Grass Valley, California,
95945, hereinafter called THERAPIST,

Micro Fiched

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, THERAPIST agrees to perform the following services on part-time basis as required:
 - A. To provide occupational therapy services under the direction of the Medical Staff for the occupational rehabilitation of patients at Yolo General Hospital.
 - B. To prepare occupational therapy plans on each patient.
 - C. To maintain a written record of the therapy provided to and progress attained by each patient.
 - D. In the discharge of all duties and responsibilities listed above, THERAPIST shall perform services at times to be determined by agreement between THERAPIST and Hospital Administrator.
 - E. To assist the hospital in implementing and complying with applicable Joint Commission on Accreditation of Hospitals standards and State of California licensing requirements.
2. In consideration of the covenants of THERAPIST herein, COUNTY

1 agrees to pay THERAPIST at the rate of TEN (\$10) DOLLARS per hour.

2 3. IT IS MUTUALLY AGREED AS FOLLOWS:

- 3 A. In the performance of the work, duties, and obligations
4 devolving upon her under this agreement, THERAPIST is at all
5 times acting and performing as an independent contractor
6 practicing her profession of occupational therapy. COUNTY
7 shall not have nor exercise any control or direction over the
8 methods by which THERAPIST shall perform her work and functions
9 except that THERAPIST by this agreement agrees to perform her work
10 and functions at all times in strict accordance with the
11 currently approved methods and practices in her profession
12 and under the direction of the medical staff, and that the
13 sole interest of COUNTY is to assure that said work and
14 functions shall be performed and rendered in a competent,
15 efficient and satisfactory manner. **Micro Fiched**
- 16 B. This agreement shall commence on July 1, 1978, and shall
17 terminate on June 30, 1979, unless sooner terminated by either
18 party upon thirty (30) days' written notice or upon THERAPIST's
19 failure to maintain active registration status with the
20 American Occupational Therapy Association, Inc.
- 21 C. No alterations or variations in the terms of this agreement
22 shall be valid unless made in writing and signed by the parties
23 hereto, and no oral understandings or agreements not
24 incorporated herein and no alterations or variations of the
25 terms hereof unless so made shall be binding upon the
26 parties.

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IN WITNESS WHEREOF, the parties hereto have executed this agree-
ment the day and year first above written.

COUNTY OF YOLO, a political subdivision
of the State of California

Arthur D. Edwards

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

JUN - 9 1978

ATTEST:

LAURENCE P. HENIGAN, CLERK

By *Laurence P. Henigan*

Deputy

MICRO FILMED

(SEAL)

Evelyn E. Hunt

EVELYN E. HUNT

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *Charles R. Mack*

DEPUTY COUNTY COUNSEL

FILED

JUN - 9 1978

LAURENCE P. HENICAN, Clerk

By [Signature]
DEPUTY

AGREEMENT NO. 78-173

(Agreement for Physician Services)

THIS AGREEMENT, made and entered into this 6th day of June, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DANIEL M. D'AMICO, M.D., hereinafter referred to as PHYSICIAN,

WITNESSETH:

Micro Fiched

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and orthopedic surgeon.
2. COUNTY desires to retain PHYSICIAN's services as a hospital-based physician and orthopedic surgeon.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training, specialty, and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, out-patients, and emergency patients of COUNTY at Yolo General Hospital. The staff time of PHYSICIAN shall include treatment of in-patients, out-patients, and emergency patients, and appropriate follow-up care, as assigned by the Medical Director.
2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

- 1 A. To pay PHYSICIAN for services rendered at the Medi-Cal rates
2 which are in effect as of the date of rendering of said
3 services, and which are applicable to the services rendered,
4 less the amount of insurance premiums paid by COUNTY as
5 hereinafter specified.
- 6 B. To provide insurance insuring PHYSICIAN for damages because **Micro Fiched**
7 of injury or death sustained by any person arising out of
8 malpractice error or mistake in rendering or failing to
9 render the professional services which are the subject of
10 this agreement and at no other time; said insurance to have
11 policy limits of \$1,000,000 for each occurrence and \$5,000,000
12 aggregate. Premiums for said malpractice insurance shall be
13 deducted from the monetary compensation due to PHYSICIAN from
14 COUNTY pursuant to Paragraph "A" above, utilizing the
15 following formula: The amount of insurance premiums deducted
16 pursuant to this paragraph shall be determined by dividing
17 the base full time insurance premium equivalent to one full time
18 physician under the terms of the COUNTY's malpractice
19 insurance policy by the fractional percentage of full time
20 service which PHYSICIAN has rendered during the applicable pay
21 period. By way of example, if PHYSICIAN works one-half the
22 number of hours that a full time COUNTY staff physician works
23 during the applicable pay period, the monetary compensation
24 due PHYSICIAN shall be deducted by the sum which is equivalent
25 to one-half the proportion of insurance premium which is
26 allocable to one full time physician for the pay period in question.

1 C. Said compensation shall be paid by COUNTY to PHYSICIAN upon
2 submission by PHYSICIAN to the Medical Director of a claim
3 detailing the time spent in services rendered using the
4 appropriate Medi-Cal designation for said services. The
5 Medical Director shall enter on said claim the appropriate
6 insurance premium deduction pursuant to Paragraph "B" hereof,
7 and if otherwise appropriate, shall approve the same for payment
8 by the County Auditor.

9 3. IT IS MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

10 A. The term of this agreement shall commence on July 1, 1978,
11 and shall terminate on June 30th, 1979; however, the parties
12 may renew the term for successive periods of one year by
13 agreeing in writing to do so; further provided, however, either
14 party may terminate this agreement during the original term or
15 any renewal term by giving written notice thereof on the other
16 party at least thirty (30) calendar days before the date
17 of termination.

18 B. Any notice to be given to PHYSICIAN may be given personally
19 or by depositing the same in the United States mail, postage
20 prepaid, and addressed to him at his last known mailing address
21 or at Yolo General Hospital, 170 W. Beamer Street, Woodland,
22 California, 95695.

23 C. In the performance of the work, duties, and obligations devolving
24 upon him under this contract, PHYSICIAN is at all times acting
25 and performing as an independent contractor practicing his
26 profession of physician and surgeon. COUNTY shall not have nor

1 exercise any control or direction over the methods by which
2 PHYSICIAN shall perform his work and functions, except that
3 PHYSICIAN does by this agreement agree to perform his work and
4 functions at all times in strict accordance with currently
5 approved methods and practices in his profession and that the
6 sole interest of COUNTY is to assure that said work and
7 functions shall be performed and rendered in a competent,
8 efficient and satisfactory manner.

9 D. IT IS AGREED and PHYSICIAN makes the following ^{Micro Fiched} statement of
10 contract status for himself for the purpose of facilitating
11 reimbursement under Title XVIII and Title XIX of the Social
12 Security Act, as amended, and otherwise. PHYSICIAN is retained
13 pursuant to this agreement as an independent contractor by the
14 County of Yolo, a political subdivision of the State of
15 California, to provide medical care to Yolo General Hospital.
16 As a contract physician PHYSICIAN receives compensation from
17 COUNTY pursuant to this agreement which by virtue of this
18 agreement fully compensates PHYSICIAN for all services performed
19 at Yolo General Hospital.
20 As a hospital-based physician at the Yolo General Hospital,
21 PHYSICIAN will be performing professional physician services
22 for patients receiving treatment in said hospital who are
23 covered by the supplemental medical insurance for the aged
24 program as established under Title XVIII and for patients
25 covered by Title XIX of the Social Security Act, and for
26 non-indigent patients receiving emergency treatment. All

1 physician services performed during the term of this agreement
2 will be undertaken in PHYSICIAN's capacity as a hospital-based
3 physician and within the course and scope of the provisions of
4 this agreement with the County of Yolo.

5 E. PHYSICIAN hereby acknowledges the right of COUNTY or any of
6 its duly authorized administrators to accept any assignment made
7 by any person who receives medical treatment from PHYSICIAN
8 at the Yolo General Hospital pursuant to this agreement, the
9 amount payable to such persons for the medical treatment given un-
10 der Title XVIII or Title XIX of the Social Security Act or to
11 non-indigent patients receiving emergency treatment and to
12 receive any payments which may be made pursuant to such
13 assignment.

Micro Fiched

14 IN WITNESS WHEREOF, the parties hereto have executed this
15 agreement as of the day and year first above written.

16 COUNTY OF YOLO, a political subdivision
17 of the State of California

18 *Arthur N. Edwards*
19 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
JUN - 9 1978

20 ATTEST:

21 LAURENCE P. HENIGAN, CLERK

22 BY *Chas E. Mack*
23 Deputy

24 (SEAL)

25 APPROVED AS TO FORM
26 CHARLES R. MACK
COUNTY COUNSEL

By *Charles R. Mack*
DEPUTY COUNTY COUNSEL

Daniel M. D'Amico
DANIEL M. D'AMICO, M.D.

FILED

JUN - 9 1978

AGREEMENT NO. 78-174
Assessment District No. 121
(El Macero Unit #5 - Sub. #2749)

LAURENCE P. HENIGAN, Clerk
By [Signature]
DEPUTY

THIS AGREEMENT made and entered into this 6th day of June, 1978 by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County", and NK ENGINEERING AND SURVEYING CO., INC., licensed engineers, Davis, California, hereinafter called "engineer";

W I T N E S S E T H:

Micro Fiched

WHEREAS, County intends to install major improvements in a proposed Assessment District No. 121 and;

WHEREAS, it is necessary that construction engineering services be obtained for such work and for related or incidents work thereto.

NOW, THEREFORE, the County and the Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County of Yolo and its Officers and agents in regard to the said proposed work of construction and perform professional services, as hereinafter provided in this Agreement with respect to the proposed Assessment District No. 121:

2. Engineer shall furnish and perform, in a manner satisfactory to County, the following professional services required for the construction of major improvements in the proposed Assessment District No. 121, said services including, but not limited to the following:

A. (1) The general planning and layout of the work including consultation and advice during construction, visits to the construction site and appropriate reports and shop drawing reviews as required by the Department of Public Works.

B. Complete field surveys required for construction of facilities, for final measurements and records and for acquisition of lands and easements;

C. Preparation of descriptions and plats of properties, easements, and rights of way required for installation of facilities.

D. Preparation of assessment proceedings and maps and the spreading of assessments, according to benefits, among the various parties involved. The establishment of all property assessments shall be subject to review and approval by County.

3. County shall pay to Engineer as compensation for all such services, a sum determined on the following basis:

A. The fee shall be a sum computed on a per diem basis in accordance with the Rate Schedule attached hereto as "Exhibit A" (and by reference made a part hereof);

Micro Fiched

4. The compensation provided for in Paragraph 3 above shall be paid to Engineer upon the following basis:

A. The compensation payable to Engineer set forth in Paragraph 3 above shall be paid to Engineer monthly in accordance with appropriate detailed billings therefor as approved by the Director of Public Works.

5. Engineer shall furnish copies of all plans, specifications, and legal descriptions as may be required by the County for review, without charge.

6. This Agreement may be terminated at any time by County, in which case Engineer shall be paid for all services to date of termination performed under this agreement.

7. Engineer shall exercise all of the care and judgement consistent with good engineering practices in the performance of its work under this Agreement. In addition, Engineer shall indemnify and hold the County harmless from any claims, liabilities, costs and expense as a result of any injury to persons or property resulting from the performance by Engineer of this Agreement.

8. This Agreement shall not be considered as giving exclusive

authority to Engineer for performing all engineering services pertaining to the design and construction of major street improvements in the proposed assessment district. County may perform, or have performed, any phase, of the various professional services outlined in Paragraph 2, without any liability or obligation to Engineer.

9. It is understood and agreed that any and all field survey notes, aerial photographs and other data collected and prepared in connection with construction of the project shall become the property of the County as permanent records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Micro Fiched

COUNTY OF YOLO, a political
subdivision of the State of California

By *Arthur H. Brown*
Chairman of the Board of Supervisors,
County of Yolo, State of California

JUN - 9 1978

NK Engineering & Surveying Co., Inc.,
Licensed Engineers, Davis
California

By *Harold E. Niederhagen*
Title *Vice President*

ATTEST:
LAURENCE P. HENIGAN, CLERK

By *John E. Lucas* Deputy



EXHIBIT "A"

NK ENGINEERING AND SURVEYING, CO., INC., RATE SCHEDULE
All Construction Work

Effective April 1, 1978

1 man-drafting or calculating	\$22.00 per hour
1 man-field and office	22.00
1 man-Professional (Reg. Non-Principal)	30.00
1 man-Principal	40.00
2 man Survey Party	42.00
3 man Survey Party	62.00
4 man Survey Party	76.00
Hewlett Packard and 2 man party	50.00

Micro Fiched



COUNTY of YOLO

Woodland, California

(22)

LLOYD H. ROBERTS, DIRECTOR

COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS
ROAD COMMISSIONER SURVEYOR ENGINEER
272 WEST BLAVER STREET TELEPHONE 666-6423
WOODLAND, CALIFORNIA 95605

Date: June 6, 1978

Report No: 1

Honorable Arthur H. Edmonds, Chairman and
Members of the Board of Supervisors

Subject: Assessment District No. 121

RECEIVED

MAY 20 1978

LAURENCE P. HENIGAN, Clerk

By: _____ Deputy

El Macero Unit No. 5 (Subdivision No. 2749)

TRANSMITTALS:

1. Draft of Agreement between Yolo County and NK Engineering and Surveying Company, Inc.

Micro Fiched

DISCUSSION:

Attached agreement is for the purpose of providing design and construction engineering services for improvements within El Macero Unit No. 5 subdivision. All costs, including administrative costs will be assessed against the property in accordance with the "Improvement Act of 1911" and the "Municipal Improvement Act of 1913."

RECOMMENDATION:

That your Board adopt a Minute Order approving the attached agreement and authorize the Chairman of the Board to execute said agreement.

Respectfully submitted,

Lloyd H. Roberts

LLOYD H. ROBERTS
Director of Public Works

LHR:rh

Attachment

JUN - 9 1978
LAURENCE P. MENIGAN, Clerk

By
DEPUTY

Agreement No. 78-175

Woodland, California

June 6, 1978

HELENE IDA ROMINGER AND LLOYD L. ROMINGER
GRANTORS

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 78-10 in the form of a Highway Easement Deed,
covering the following described property:

A parcel of land being a portion of the Northwest Quarter of Section 28, Township 11 North, Range 1 West, M.D.B. & M., Yolo County, California, said parcel being more fully described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter of Section 28; THENCE North $89^{\circ}31'39''$ East 2370.34 feet along the North line of said Northwest Quarter of Section 28 to a point in a non-tangent curve, a radial line through said point bears North $17^{\circ}16'49''$ East; thence along said curve, concave to the Southwest, with a radius of 840.00 feet, through a central angle of $22^{\circ}17'06''$, with a chord bearing South $61^{\circ}34'38''$ East 324.66 feet, an arc length of 326.72 feet to a non-tangent line, the East line of said Northwest Quarter of Section 28; thence South $01^{\circ}40'23''$ East 111.09 feet along said East line of the Northwest Quarter of Section 28 to a point in a non-tangent curve, a radial line through said point bears North $45^{\circ}05'40''$ East; thence along said curve, concave to the Southwest, with a radius of 760.00 feet, through a central angle of $45^{\circ}34'01''$, with a chord bearing North $67^{\circ}41'20''$ West 588.62 feet, an arc length of 604.42 feet to a tangent line; thence South $89^{\circ}31'39''$ West 2115.65 feet along a line parallel with and 40.00 feet Southerly of the North line of said Northwest Quarter of Section 28, to the West line of said Northwest Quarter of Section 28; thence North $01^{\circ}35'15''$ East 40.03 feet along said West line to the point of beginning.

Containing 2.877 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

1 .The performance of this agreement constitutes the entire
2 consideration for said document and shall relieve the County of
3 Yolo of all further obligations or claims on this account, or on
4 account of the location, grade and construction of the proposed
5 public improvement.

6 II. The County shall:

7 A. Pay the undersigned Grantors the sum of \$400.00 for
8 the property as conveyed by Highway Easement Deed No. 78-10
9 (herein described) within sixty (60) days after date title to said
10 property vests in, or is in escrow for the County of Yolo, free
11 and clear of all liens, encumbrances, assessments, easements, and
12 leases recorded and/or unrecorded. **Micro Fiched**

13 This transaction will be handled through an escrow number
14 74567 with Western Title Insurance Company of Woodland.

15 B. Pay all escrow and recording fees incurred in this
16 transaction including documentary tax stamps, if required, and if
17 title insurance is desired by the County, the premium charged
18 therefore.

19 C. During construction of this project, known as County
20 Road No. 14, Work Order No. 4299, the County will:

21 1. Construct farm type steel "T" post, 4" x 4"
22 wire mesh and 3 strand barb wire fence along the South line of the
23 hereinabove described property, but on Grantor's remaining
24 property.

25 2. Relocate the existing gate at Engineer's
26 Station 77+50 Southerly for access through the hereinabove
27 described fence.

28 III. Grantor hereby agrees to permit County or its
29 Contractor to enter upon the lands of the Grantor as may be
30 necessary to accomplish the work as described in C above.

31 IN WITNESS WHEREOF, the parties have executed this agreement
32 the day and year first above written.

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GRANTORS

Helene Ida Rominger
HELENE IDA ROMINGER

Dated May 25, 1978

Lloyd L. Rominger
LLOYD L. ROMINGER

Recommended for Approval

By Lloyd L. Rominger

Micro Fiched

Dated June 8 1978

COUNTY OF YOLO

William H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

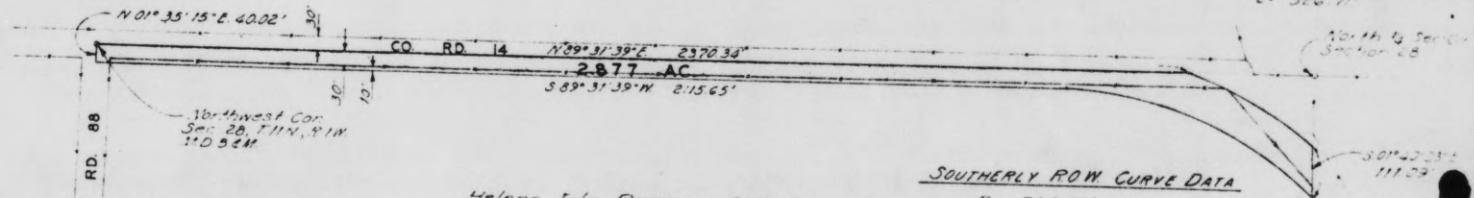
JUN - 9 1978

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

[Signature]

NORTHERLY ROW CURVE DATA

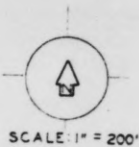
$P = 840.00'$
 $\Delta = 22^\circ 17' 06''$
 $T = 125.45'$
 $CH = 361^\circ 34' 38'' E 322.11'$
 $L = 326.71'$



SOUTHERLY ROW CURVE DATA

$P = 760.30'$
 $\Delta = 45^\circ 34' 01''$
 $T = 319.22'$
 $L = 603.20'$
 $CH = 167^\circ 41' 20'' N 558.62'$

Area of Existing Right of Way = 1.869 Acres
 Area of Proposed Right of Way = 0.988 Acres
 Total = 2.877 Acres



SCALE: 1" = 200'



LOCATION MAP
 SCALE: 1" = 800'

☐ INDICATES PROPOSED RIGHT OF WAY

Micro Fiched

YOLO COUNTY DEPARTMENT OF PUBLIC WORKS 292 WEST BEAVER STREET WOODLAND, CALIFORNIA		CO. RD. 14 RIGHT OF WAY		W.O. NO. 4233 P.R. NO. DESIGN BY DRAWN BY CHECKED BY REVIEWED BY
DIRECTOR OF PUBLIC WORKS APPROVED		PROPERTY OWNER HELENE IDA ROMINGER, ET AL. SHEET		RE NO. 18
DRAWING NO. 4-1-15		OF 1		



COUNTY of YOLO

Woodland, California

(23)

LLOYD H. ROBERTS, DIRECTOR

COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS
ROAD COMMISSIONER · SURVEYOR · ENGINEER
292 WEST BEAVER STREET · TELEPHONE 666-8428
WOODLAND, CALIFORNIA 95675

Date: June 6, 1978

Report No: 2

Honorable Arthur H. Edmonds, Chairman and
Members of the Board of Supervisors

Subject: Agreements for Road Right of Way -
County Road 14 (Rominger)

RECEIVED

MAY 20 1978

LAURENCE P. HENIGAN, Clerk

By..... Deputy

TRANSMITTALS: Two right of way agreements.

Micro Fiched

DISCUSSION: The attached agreements are for a strip of land on each side of County Road 14 from County Road 88 to $\frac{1}{2}$ mile east of Road 88. This additional right of way provides the extra width needed to lower the high points, fill the low areas, and flatten a curve on this section of Road 14.

This is a Federal Aid Secondary Route. The poor vertical alignment of the existing road results in severe sight distance restrictions. The existing pavement is disintegrating, and the curve slows traffic to 25 miles per hour.

RECOMMENDATION: That your Board accept the agreements for acquisition of right of way and authorize the Chairman of the Board of Supervisors to sign the agreements.

Respectfully submitted,

LLOYD H. ROBERTS
Director of Public Works

LHR:rh

FILED

JUN - 9 1978

LAURENCE P. MENIGAN, Clerk

By LAURENCE P. MENIGAN
DEPUTY

Agreement No. 78-176

Woodland, California

June 6, 1978

LLOYD L. ROMINGER and ELSIE I. ROMINGER
GRANTORS

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 78-11 in the form of a Highway Easement Deed,
covering the following described property:

A parcel of land being a portion of the Southwest Quarter of Section 21, Township 11 North, Range 1 West, M.D.B. & M., Yolo County, California, said parcel being more fully described as follows:

BEGINNING at the Southwest corner of said Southwest Quarter of Section 21; THENCE North $89^{\circ}31'39''$ East 2370.34 feet along the South line of said Southwest Quarter of Section 21 to a point in a non-tangent curve, a radial line through said point bears North $17^{\circ}16'49''$ East; thence along said curve, concave to the Southwest, with a radius of 840.00 feet, through a central angle of $17^{\circ}45'10''$, with a chord bearing North $81^{\circ}35'46''$ West 259.23 feet, an arc length of 260.27 feet to a tangent line; thence South $89^{\circ}31'39''$ West 2113.89 feet more or less along said line, being parallel with and 40.00 feet Northerly of the South line of said Southwest Quarter of Section 21 to the West line of said Section 21; thence Southerly 40.00 feet along said West line of Section 21 to the point of beginning.

Containing 2.099 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo of all further obligations or claims on this account, or on

1 account of the location, grade and construction of the proposed
2 public improvement.

3 II. The County shall:

4 A. Pay the undersigned Grantors the sum of \$200.00 for
5 the property as conveyed by Highway Easement Deed No. 7B-11
6 (herein described) within sixty (60) days after date title to
7 said property vests in, or is in escrow for the County of Yolo,
8 free and clear of all liens, encumbrances, assessments, easements,
9 and leases recorded and/or unrecorded.

Micro Fiched

10 This transaction will be handled through an escrow number
11 76097 with Western Title Insurance Company of Woodland.

12 B. Pay all escrow and recording fees incurred in this
13 transaction including documentary tax stamps, if required, and if
14 title insurance is desired by the County, the premium charged
15 therefore.

16 C. During construction of this project, known as
17 County Road No. 14, Work Order No. 4299, the County will:

18 1. Construct farm type steel "T" post, 4" x 4"
19 wire mesh and 3 strand barb wire fence along the North line of
20 the hereinabove described property, but on Grantor's remaining
21 property.

22 III. Grantor hereby agrees to permit County or its
23 Contractor to enter upon the lands of the Grantor as may be
24 necessary to accomplish the work as described in C above.

25 IN WITNESS WHEREOF, the parties have executed this agreement
26 the day and year first above written.

27 GRANTORS

28 Lloyd I. Rominger
LLOYD I. ROMINGER

29 DATED May 25, 1978

30 Elsie I. Rominger
ELSIE I. ROMINGER

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1 Recommended for Approval

2 By Leggett Roberts

3 Dated June 8 1978

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COUNTY OF YOLO

Arthur H. C. [Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

JUN - 9 1978

9 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

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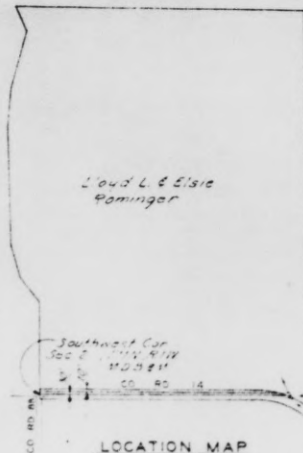
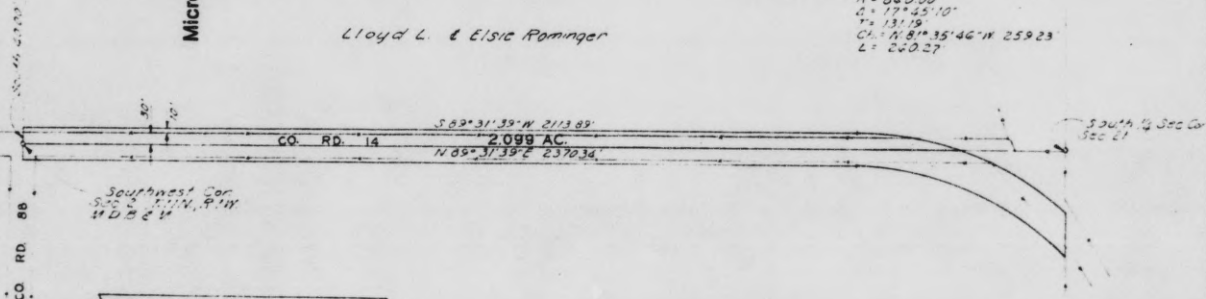
[Signature]

Micro Fished

Lloyd L. & Elsie Rominger

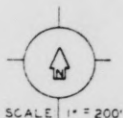
NORTHERLY R.O.W. CURVE DATA

R = 860.00'
 Δ = 17°45'10"
 T = 131.19'
 CL = N 81°35'46" W 259.23'
 L = 260.27'



LOCATION MAP

SCALE 1" = 800'



Area of Existing Right of Way = 1.599 Acres
 Area of Proposed Right of Way = 0.500 Acres
 Total = 2.099 Acres

□ INDICATES PROPOSED RIGHT OF WAY

YOLO COUNTY DEPARTMENT OF PUBLIC WORKS 292 WEST BEAVER STREET WOODLAND, CALIFORNIA		CO. RD. 14 RIGHT OF WAY		A.C. NO. 4299 P.R. NO. DESIGN BY: J.E. DRAWN BY: J.E. CHECKED BY: J.E. WORK ACCEPTED
PROPERTY OWNER LLOYD L. AND ELSIE ROMINGER		SHEET 1 OF 1		
DIRECTOR OF PUBLIC WORKS APPROVED _____ 18		DRAWING NO. 4299		

JUN - 9 1978

AGREEMENT NO. 78-177

LAURENCE P. HENIGAN, Clerk

By *Laurence P. Henigan*
DEPUTY

(Memorandum of Understanding)

THIS MEMORANDUM OF UNDERSTANDING entered into this 7th day of June, 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo County Government Employees' Association, hereinafter referred to as ASSOCIATION.

COUNTY and ASSOCIATION hereby agree that the Memorandum of Understanding between COUNTY and ASSOCIATION dated August 30, 1977, Agreement No. 77-254 shall be amended as follows:

Section 20.1.1 of Article XX shall be amended to read as follows:

Micro Fiched

Layoff will be by department by classification with credit given to County wide seniority.

Section 20.2.1 of Article XX shall be amended to read as follows:

The order of layoff of employees in the department affected is the following:

- (1) Extra Help.
- (2) Provisional.
- (3) Limited term.
- (4) Probationary employees.
- (5) Permanent part-time employees.
- (6) Permanent full-time employees.

Section 20.7.1 of Article XX shall be amended to read as follows:

1 An employee who receives notice of layoff
2 from his position may displace within the
3 department an employee in the same class-
4 ification, an employee holding a lower
5 classification in the laid off employees
6 current series or an employee in a position
7 previously held in the County by the laid
8 off employee, provided that:

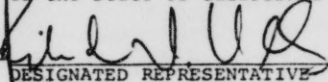
- 9 a. He/she has more County wide
10 seniority than the employee
11 to be displaced.
- 12 b. He/she is willing to accept
13 the reduced compensation level.
- 14 c. He/she meets the minimum qual-
15 ifications for the lower class.
- 16 d. He/she requests displacement
17 action in writing to the Yolo
18 County Personnel Office within
19 ten (10) days after receipt of
20 the notification of layoff under
21 this rule.

Micro Fiched

22 This Memorandum of Understanding shall become effective on the
23 date of adoption by the Board of Supervisors and shall remain in
24 full force and effect to and including June 30, 1978.

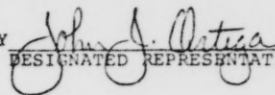
25 IN WITNESS WHEREOF, the parties have executed this Memorandum
26 of Understanding this 7 th day of June, 1978.

COUNTY OF YOLO, a political subdivision
of the State of California

BY 

DESIGNATED REPRESENTATIVE

YOLO COUNTY GOVERNMENT EMPLOYEES'
ASSOCIATION

BY 

DESIGNATED REPRESENTATIVE

1 APPROVED BY FINAL DETERMINATION of the Board of Supervisors of
2 the County of Yolo this 7th day of June, 1978.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 BY Arthur H. Edmunds
6 CHAIRMAN OF THE BOARD OF SUPERVISORS
7 JUN - 9 1978

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

10 BY P. E. Lucas

11 DEPUTY

12 (SEAL)

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Micro Fiched

University of California, Davis
and
Off-Campus Employer

JUN 13 1978

LAURENCE P. HENIGAN, Clerk

By *Debra E. Bailey*
DEPUTY

THIS AGREEMENT, entered into this FIRST day of JULY, 19 78, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University", and COUNTY OF YOLO, BY AND THROUGH THE YOLO COUNTY DEPARTMENT OF AGRICULTURE, a (4) COUNTY (non-profit organization), hereinafter called "organization",

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W I T N E S S E T H

WHEREAS, University has applied for a grant by the U.S. Commissioner of Education pursuant to Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as amended to stimulate and promote the part-time employment of students, particularly students from low-income families, who are in need of earnings from such employment to pursue courses of study at institutions of higher education such as University; and

WHEREAS, University and Organization desire that certain of the University's students engage in work for public and private non-profit organizations under the Work-Study Program authorized by the Act; and

WHEREAS, Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. Organization shall utilize the services of students furnished by University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to Organization. The specific services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A", which is incorporated herein.

2. The work performed by such students shall be in the public interest and shall not

- a. Displace employed workers or impair existing contracts for services;
- b. Involve political activity or work for any political party; or
- c. Involve the construction, operation or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

3. Organization agrees to

- a. Reasonably supervise the services of students participating in the Work-Study Program and permit reasonable supervision by a representative of University;
- b. Make a report to University of time worked by students participating in the program, at least monthly;
- c. Allow no student to work for more than an average of nineteen (19) hours per week over a quarter, or other term used by the University in awarding credits to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week; and
- d. Pay to University at least TWENTY percent (20%) of the total compensation to be paid to students participating in the program at such times as are agreed upon with University in writing.

Micro Fiched

4. Compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them.

5. In accordance with Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, the services and benefits Organization which involve the work of such students shall be available to all persons regardless of race, color, national origin, or sex. No student shall be denied participation in the Work-Study Program because of race, color, national origin, or sex.

6. University will be responsible for all applicable employee benefits, unless otherwise agreed by the parties hereto in writing.

7. This agreement shall be subject to the availability of funds to University for the portion of the student's compensation not to be paid by Organization. It shall also be subject to the provisions of Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as now amended, or from time to time amended, and shall be subject to regulations implementing said legislation.

8. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

9. This agreement shall terminate on the thirtieth day of June 19 79, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By

Jonellen C. Goddard
Research Coordinator

By

Charles H. Edwards
COUNTY OF YOLO
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

EXHIBIT "A"

Name of Organization with which written students employment agreement has been made:

YOLO COUNTY DEPARTMENT OF AGRICULTURE
70 Cottonwood Street
P.O. BOX 175
Woodland, California 95695

Micro Fiched

David D. Rowlands
County Administrative Officer

Description of work activities in which the student will be engaged:

STUDENT AIDE
\$3.00 Minimum

of students 4
Payrate \$3.97

Under close direction and supervision, 1) two students will be working in Agriculture Division doing pest detection surveying, 2) two students will be working in Animal Control door to door Dog Licensing survey.

STANDARD AGREEMENT

STATE OF CALIFORNIA
OFFICE OF THE ATTORNEY GENERALAPPROVED BY THE
ATTORNEY GENERAL

YOLO COUNTY AGREEMENT NO. 78-179

THIS AGREEMENT, made and entered into this 2nd day of June, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SERV.
☐ CONTROLLER
☐
☐

TITLE OF OFFICE ACTING FOR STATE DIRECTOR	AGENCY DEPARTMENT OF FOOD AND AGRICULTURE	NUMBER 7134
hereafter called the State, and		
COUNTY OF YOLO		

hereafter called the Contractor,

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Not both services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.
Pursuant to Section 2222 of the Food and Agricultural Code, the Director of Food and Agriculture, State of California, hereinafter referred to as Director, and the County of YOLO, hereinafter referred to as County, acting by and through its Board of Supervisors, hereby agree as follows:

Micro Fiched

(1) It is their intent to provide for an increase of the salary of the County Agricultural Commissioner and to partially compensate County for services performed by the County Agricultural Commissioner for the Department of Food and Agriculture of the State of California, for the purpose of securing more uniform and adequate enforcement of the provisions of the Food and Agricultural Code throughout the State, and to otherwise effectuate the purposes of Sections 2221 through 2224 of the Food and Agricultural Code.

(2) The Director agrees to pay the County for the 1978-79 fiscal year, a sum not to exceed Six Thousand Six Hundred Dollars (\$6,600.00) to be used for the salary of the Commissioner, payable in arrears on or about June 30, 1979 calculated as follows: Payment will be at the rate of \$550 per month for each month the Agricultural Commissioner's position is filled by a qualified person. If the position is vacant 30 consecutive days or less, the annual payment will not be reduced. A vacancy of more than 30 consecutive days will reduce the annual payment. Partial

The provisions on the reverse side hereof constitute a part of this agreement.

(Continued on page 2 - -)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY DEPARTMENT OF FOOD AND AGRICULTURE BY: <u>[Signature]</u> TITLE Business Service Officer	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE, PARTNERSHIP, OR CORPORATION) COUNTY OF YOLO BY: <u>[Signature]</u> TITLE Chairman of YOLO, STATE OF CALIFORNIA ADDRESS P.O. Box 1088, Woodland, CA 95695
---	--

RECEIVED

APR 30 1979

PETER McNAMEE, Clerk

By [Signature]
Deputy

GEN. SERV. DEPT. APPROVAL
NOT REQUIRED PER
SAM 1206

AMOUNT ENCUMBERED \$ 6,600.00	APPROPRIATION	FUND
UNENCUMBERED BALANCE	ITEM	CHAPTER
\$		
ADD INCREASING ENCUMBRANCE	FUNCTION	STATUTES
\$		'78
ADD DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	FISCAL YEAR
\$		78/79
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		
SIGNATURE OF ACCOUNTING OFFICER		
I hereby certify that all conditions for exemption set forth in State Administrative Manual are complied with and this document is exempt from review by the Department of Finance.		
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY		
DATE		

FILED

APR 30 1979
PETER McNAMEE, Clerk
By [Signature]

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fiched

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

03413339

STATE OF CALIFORNIA

2-1-73

months after the first 30 days of vacancy will be treated as whole months in computing the reductions. Appointment of a qualified person to fill a vacancy may be for an interim or fixed period, but shall not be at a lower monthly rate or range than that established for the Commissioner's position.

(3) The County agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced either below \$9,900 per year or below the base salary as provided in Section 2221 of the Food and Agricultural Code.

Micro Fiched

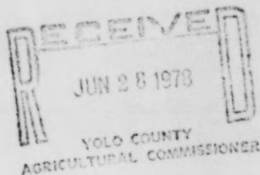
(4) Payment will be made at the end of each fiscal year upon submission of invoice indicating periods that the position of Agricultural Commissioner was actually filled by a qualified person.

(5) The term of this agreement shall be from July 1, 1978 through June 30, 1979, subject to termination by either party at any time during this term upon giving not less than 30 days written notice to the other party.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By

[Signature]
DEPUTY COUNTY COUNSEL



FILED

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY

SUB-GRANT APPLICATION

SUB-GRANTEE SIGNATURE SHEET

CETA TITLE II AGREEMENT

JUL - 3 1978

LAURENCE P. HENIGAN, Clerk

By *Debra C. Conley*

Deputy

AGREEMENT NO. 78-180**RECEIVED**
JUN 7 1978

SYETA

RECEIVED

JUL - 3 1978

LAURENCE P. HENIGAN, Clerk

By
Deputy

Sub-Grantee Name

Sacramento-Yolo Employment & Training Agency

Address

2022 J Street

City

Phone:

Sacramento, CA 95814

447-6961

Program Director

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1. Amount of funds allocated per this sub-grant is \$ 2,165.
2. Grant period begins July 18, 1978 and ends September 30, 1978.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

Sacramento-Yolo Employment & Training Agency
(Legal Name of Sub-Grantee)County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency*J. Eugene Brown*
(Signature of Authorized Officer)*Arthur H. Edmonds*

ACTING EXECUTIVE OFFICER

(Typed Name and Title of
Authorized Officer)ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS
JUN 20 1978

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORSBY *Debra C. Conley*

DEPUTY

1 AGREEMENT NO. 78-180
2 (CETA TITLE II AGREEMENT)
3

4 THIS AGREEMENT made and entered into this 18th day of
5 July, 1978, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the Sacramento-Yolo Employment &
8 Training Agency, 2022 J Street, Sacramento, CA 95814
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H :
11

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12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:

- 15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.

23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.

28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:

- 31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

- 1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.
- 7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and **Micro Fiched**
- 12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.
- 16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.
- 21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.
- 23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.
- 29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

1 not reasonably or necessarily incurred in the performance
2 of this Agreement.

3 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to
4 this Agreement shall be governed by the provisions of Attach-
5 ment N of OMB Circular No. A-102 and SUBGRANTEE shall be
6 subject to the obligations of grantee set forth therein, and
7 as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall
8 have all the rights of grantee agency set forth therein.
9 Generally it is expected that grant property will be retained
10 and used throughout its useful life in the grant program for
11 which it was acquired or if that program is terminated, or if
12 the property is no longer needed in the program, in any other
13 similar program of SUBGRANTEE, or PROGRAM AGENT.

14 5. TERMINATION.

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15 A. For Cause. If through any cause SUBGRANTEE shall fail to
16 fulfill in timely and proper manner its obligations under
17 this Agreement or if SUBGRANTEE shall violate any of the
18 covenants or stipulations of this Agreement, or if the
19 grant from the U. S. Department of Labor under which this
20 Agreement is made is terminated by the said JOINT POWERS
21 AGENCY, PROGRAM AGENT shall thereupon have the right to
22 terminate this Agreement by giving written notice to SUB-
23 GRANTEE of such termination and specifying the effective
24 date thereof. If SUBGRANTEE is unable or unwilling to
25 comply with such additional conditions as may be lawfully
26 applied by the U. S. Department of Labor to the grant
27 under which this agreement is made, SUBGRANTEE shall
28 terminate this Agreement by giving written notice to
29 PROGRAM AGENT signifying the effective date thereof. In
30 the event of termination, all property and finished or
31 unfinished documents, data, studies and reports purchased
32 or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement ^{Micro Fiched}
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

- 1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply.
- 4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee. **Micro Fiched**
- 13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.
- 16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.
- 25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

- 1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.
- 3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed. **Micro Fiched**
- 10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.
- 18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.
- 26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.
- 29 14. LEGAL RELATIONSHIP.
- 30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement.

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- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

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10 15. PERSONNEL.

- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
- 16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
- 21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

- 1 condition precedent, or any other right hereunder.
- 2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
- 3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
- 4 same manner as if such party had been expressly named herein.
- 5 20. TIME. Time is the essence of this Agreement.

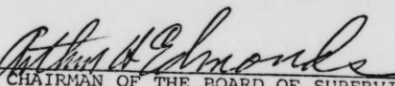
6 IN WITNESS WHEREOF, the parties hereto have executed

7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT - Micro Fiched

9 COUNTY OF YOLO, a political subdi-

10 vision of the State of California

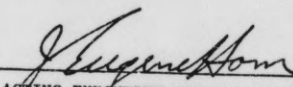
11 BY 
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13 JUN 20 1978

14

15

16 SUBGRANTEE

17 
18 ACTING EXECUTIVE OFFICER, SACRAMENTO-YOLO
19 EMPLOYMENT AND TRAINING AGENCY

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SACRAMENTO-YOLO EMPLOYMENT & TRAINING AGENCY

SYETA TITLE II

<u>Position/Title</u>	<u>Wages and Benefits</u>
Manpower Analyst Aide	<u>\$ 2,165</u>
One Position	<u>\$ 2,165</u>
TOTAL COST	

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Contract period 2½ months effective 7-18-78 through 9-30-78.

SACRAMENTO-YOLO Employment and Training Agency

May 25, 1978

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Mr. Ralph Harris
Employment & Training Coordinator
County of Yolo
914 Covey Court, Suite #7
Woodland, California 95695

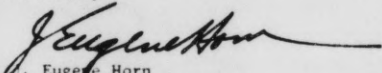
Dear Ralph:

We talked on the telephone recently regarding the Title VI Special Projects PSE contract on which Carolyn Krause is outstationed as the Yolo County Title II and VI monitor on SYETA staff. You indicated that contract expires 17 July 1978 and may not be continued. Is there any possibility of transitioning Carolyn from the 17 July termination date to 30 September 1978 into a Title II, Title VI sustainment or a continuing Special Projects slot?

Your earliest possible response would be appreciated so, if necessary, we can explore other alternatives with Carolyn.

Thanks.

Sincerely


E. Eugene Horn
Acting Executive Officer

JEH/rd

cc: Lujan Blueford
Jose' Nava
Carolyn Krause
Personnel

Representing	County of Sacramento	City of Sacramento	County of Yolo	Executive Officer
County of Sacramento	Patrick Melarkey	Anne Rudin	Betsy Marchant	Eliza H. Minor, Jr.
City of Sacramento	(Vice Chairperson)	(Chairperson)	Arthur H. Edmunds	
County of Yolo	Sandra Smoley	Manuel Ferrales		

1225 Eighth Street Suite 260 Sacramento CA 95811 (916) 441-4380

CETA TITLE II AND TITLE VIA. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI. Micro Fiched
2. In order to insure special consideration for special and recent veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special and recent veterans. Upon request, MOVE may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card.

CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge, veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contact the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be completed.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's

employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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The manpower representative, in most instances, will be an outreach worker from M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and

shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, The University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public

and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

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Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is doing "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

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Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy, please do not hesitate to call me.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.
3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for

such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

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EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator

County Executive Office

Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the

economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P. L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary. Micro Fiched
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
 - c. It will comply with Title VI of the Civil Right Act of 1964, (42 USC 2000d) prohibiting employment discrimination where
 - (1) the primary purpose of a grant is to provide employment or
 - (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
 - e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a) (6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

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- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:
 - (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6 (a) (1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wages law (section 111(b)). Micro Fiched
 - (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a) (2)).
- w. It will comply with the labor standards requirements set out in section 706 of the Act.
- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1) (B) and 205(c) (1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

- 1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
- 2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c) (6) and 604).
- 3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they

have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

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C. Additional Assurance for Title II Programs

All assurances in B above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c) (3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c) (20)).

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(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c) (5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

D. Additional Assurances for Title VI Programs

All assurances in B above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a) (2) (B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a) (2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks and to members of a family currently qualified for Aid for Family with Dependent Children (AFDC).

E. Special Certification for State Grantee

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

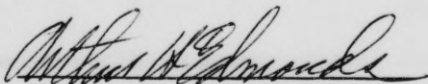
The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)



(Signature of Authorized Officer)

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ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

(Date of Application)

FILED

JUN 21 1978

LAURENCE P. HENIGAN, Clerk

By... *Deputy* Deputy

AGREEMENT NO. 78-181
(for Data Processing Consultant Services)

THIS AGREEMENT made and entered into this 20th day of June, 1978, by and between R. J. Hansen Associates, Inc., hereinafter referred to as CONSULTANT, and County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

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RECITALS:

1. COUNTY through its East Yolo Health Services Center operates a primary and preventive care clinic, hereinafter referred to as CLINIC, interfaced with traditional components of Public Health Services through a Federally funded Health Underserved Rural Area research project, hereinafter referred to as HURA.
2. HURA management requires the capability of retrieving, tabulating, integrating, and performing statistical inference studies upon varied and complex statistical data in order to carry out its HURA responsibilities to COUNTY and Federal Granting Authorities.
3. CLINIC management requires an automated system for billing appropriate insurance agencies for services rendered.
4. CLINIC requires the capability of retrieving, tabulating, integrating, and performing statistical inference studies upon varied and complex statistical data in relation to costs and sources of revenues in order to effectively manage CLINIC resources.
5. COUNTY requires the capability of expanding the users of the capabilities recited in paragraphs one (1) through four (4) above should such expansion be determined to be expedient by COUNTY at some future date.

- 1 6. COUNTY has determined that the best method of achieving the recited cap-
2 abilities is a computerized Management Information System.
- 3 7. COUNTY has the capability of operating such a system, but lacks the requisite
4 available expertise to independently develop it. Micro Fiched
- 5 8. CONSULTANT represents that it has the requisite available expertise to
6 develop a computerized Management Information System which would fill COUNTY's
7 need, as recited in paragraphs one (1) through six (6), above.
- 8 9. COUNTY and CONSULTANT are, therefore, desirous of entering into a contract
9 for the joint development, hereinafter referred to as PROJECT, of a computer-
10 ized Management Information System possessing the recited capabilities, to be
11 operated by COUNTY.

12 AGREEMENTS:

- 13 1. In consideration of COUNTY's promises contained in hereinafter recited
14 Agreements 2 through 7 and 9 through 12, CONSULTANT agrees to:
- 15 a. Following in principal the conceptual design attached hereto as Exhibit
16 "C" and incorporated herein by reference thereto, plan, organize,
17 schedule, and direct PROJECT in five (5) phases as described in Exhibit
18 "A", attached hereto and incorporated herein by reference thereto, in
19 accordance with the schedule described in Exhibit "B", attached hereto
20 and incorporated herein by reference thereto.
- 21 b. Provide COUNTY representatives designated in Agreement 7, monthly
22 PROJECT status reports, the format of which is to be agreed upon by
23 COUNTY's representatives designated in Agreement 7, subsequent to
24 the execution of this agreement, each month during the term of this
25 agreement.
- 26 c. Make monthly oral presentations of PROJECT status reports to COUNTY's

- 1 representatives designated in Agreement 7 each month during the
2 term of this agreement.
- 3 d. Ensure through appropriate written manuals and oral communications that
4 participating COUNTY personnel fully understand the PROJECT objectives
5 and design methods. Micro Fiched
- 6 e. Design, program, and implement a fully operational Management Information
7 System. The term "fully operational" will be defined by mutual agreement
8 of COUNTY's designated representatives and CONSULTANT's representative
9 designated in Agreement 8, at the end of Phase II.
- 10 f. Assist COUNTY's representatives designated in Agreement 7 to define
11 responsibilities and requirements for data conversion activities.
- 12 g. Assist in training COUNTY personnel to operate the Management Information
13 System and in the establishment of related operational system procedures
14 and responsibilities.
- 15 h. Produce a complete manual for operating the Management Information
16 System by the end of Phase IV.
- 17 i. Produce a detailed design as further described in Exhibit "A", attached
18 hereto and incorporated herein by reference thereto, by the end of
19 Phase II.
- 20 j. Assign a qualified resident Project Manager as its representative
21 designated in Agreement 8.
- 22 2. In consideration of CONSULTANT's Promises contained in herein recited
23 Agreements 1,4,6, & 8-12, COUNTY agrees to:
- 24 a. Appoint a steering committee as one of two representatives designated
25 in Agreement 7, responsible for:
- 26 1) Authorizing the framework of policies and principal procedures with-

- 1 in which the PROJECT will proceed.
- 2 2) Authorizing major steps to be undertaken.
- 3 3) Reviewing findings, conclusions, and recommendations of CONSULTANT.
- 4 4) Authorizing advancement of the PROJECT to each subsequent phase and
- 5 payment to CONSULTANT.
- 6 b. Appoint an onsite coordinator as one of the two representatives desig-
- 7 nated in Agreement 7, responsible to:
- 8 1) Track the day-to-day progress of the PROJECT and to assist in:
- 9 a) The preparation of test input.
- 10 b) The documentation efforts.
- 11 c) Training efforts. Micro Fiched
- 12 d) Coordinating conversion activities.
- 13 e) The finalization and ordering of forms.
- 14 c. Provide at COUNTY expense computer test and compile time, keypunch
- 15 services, desk space, assistance with Job Control Language and Shop
- 16 Standards, not to exceed 30 hours Keypunch, 42.5 hours computer time.
- 17 d. Assume completed applications, including user data entry, application
- 18 operations, and ongoing program maintenance upon completion of Phase IV.
- 19 e. Provide prompt access to records and personnel necessary, in the joint
- 20 judgment of parties' designated representatives, to the conduct of this
- 21 PROJECT.
- 22 f. COUNTY's designated representatives will give prompt attention to mile-
- 23 stone approval requirements upon notice from CONSULTANT which provides
- 24 adequate and reasonable time to review.
- 25 3. In consideration of CONSULTANT's promises contained in herein recited Agree-
- 26 ments 1,4,6 & 8-12, COUNTY agrees to:

- 1 a. Upon submission of an invoice which details work performance in man-hours
2 for work performed in the preceding month, pay CONSULTANT at the rate of
3 \$30.00 per man-hour of work performed by PROJECT MANAGER, and \$22.00 per
4 man-hour of work performed by PROGRAMMER/ANALYST, less 10% of the total
5 invoice. The 10% retained by COUNTY will be paid by COUNTY TO CONSULTANT
6 upon acceptance by COUNTY'S designated representatives of completion of
7 Phase V of the PROJECT. **Micro Fiched**
- 8 b. The maximum total payment to CONSULTANT for performance under the terms
9 of this agreement will not exceed \$25,000.00 unless under the provisions
10 of agreements 4 - 6.
- 11 c. Where a PROJECT phase is due for completion within a month, payment of
12 the invoice for that month is expressly conditioned on the acceptance
13 of the phase as completed by COUNTY'S designated representatives.
- 14 4. Significant changes to Medi-Cal and Medi-Care billing procedures were not
15 contemplated by parties during negotiations of the agreement. If the COUNTY
16 determines that a change in the design of the Management Information System
17 is necessitated by changes in the Medi-Cal and Medicare billing procedures
18 arising subsequent to approval by COUNTY'S designated representatives of the
19 detail design at the end of Phase II, CONSULTANT agrees to make such a change;
20 such changes are not subject to the maximum dollar limitation of Agreement 3b.
21 COUNTY agrees to pay for such changes in design and CONSULTANT to accept such
22 payment at the rate and in the manner agreed to in Agreement 3a, with a maximum
23 of \$2,000.00 per design change for a maximum of five such changes. Parties
24 agree that changes in design arising prior to acceptance of the detailed
25 design will be subject to the Maximum limitation of Paragraph 3b.
- 26 5. Should COUNTY and CONSULTANT representatives agree during subsequent phases

- 1 of the PROJECT that the detailed design developed by CONSULTANT and accepted
2 by COUNTY representatives at the end of Phase II needs to be redesigned for
3 reasons other than changes in Medi-Cal or Medi-Care billing procedures or
4 changes to the data categories, input documents, or output reports subsequent
5 to acceptance of the detailed design initiated by COUNTY, parties agree that
6 costs of changing the design will be borne by CONSULTANT. **Micro Fiched**
- 7 6. Parties agree that changes which impact on the accepted detailed design and
8 are not governed by Agreements four (4) through five (5) above must be
9 negotiated by parties as separate agreements. Parties agree neither party
10 hereto is bound by any provision of this agreement to agree or to proceed
11 with such changes.
- 12 7. COUNTY's designated representatives responsible for this PROJECT will be the
13 steering committee described in Agreement 2a, whose membership and number
14 COUNTY promises to designate within two weeks of the execution of this agree-
15 ment, and the Coordinator described in Agreement 2b, who will be whomever
16 occupies the position of Public Health Program Specialist.
- 17 8. CONSULTANT's designated representatives responsible for this PROJECT will be
18 the resident Project Manager described in Agreement 1b, who will be
19 selected by mutual agreement of CONSULTANT and Steering Committee.
- 20 9. The relationship of COUNTY and CONSULTANT is and shall be construed to be
21 that CONSULTANT is an independent contractor of COUNTY and not an agent. At
22 no time during the performance of this Agreement is an employee, agent or
23 contractor of CONSULTANT an employee, agent or contractor of COUNTY, nor shall
24 be construed to be so.
- 25 10. Amendments, Unless otherwise provided herein, the body of this Agreement, to-
26 gether with Exhibits attached hereto, fully expresses all understandings of

1 the parties concerning all matters covered and shall constitute the total
2 Agreement. Unless otherwise provided herein, not addition to, or alteration
3 of, the terms of this Agreement, whether by written or verbal understanding
4 of the parties, their officers, agents or employees, shall be valid unless
5 made in the form of a written amendment to this Agreement which is formally
6 approved and executed by the parties. **Micro Fiched**

7 11. This Agreement shall commence on execution, and terminate at the
8 completion of Phase V.

9 12. Termination: COUNTY has the right to terminate this Agreement at
10 any time, upon 30 day written notice, in the event the services are
11 to be abandoned or indefinitely postponed, or because of the CON-
12 SULTANT's disability or death, or because the services of the CON-
13 SULTANT are unsatisfactory, or failure by the same to prosecute the
14 work with due diligence, or failure to complete the work within the
15 time limits specified in this Agreement: Provided, however, that
16 in any case, the CONSULTANT shall be paid the reasonable value of
17 the services rendered up to the time of termination on the basis
18 of the provisions of this agreement. In no case shall payment be
19 more than the total contract price.

20 / / /

21 / / /

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24 / / /

25 / / /

26 / / /

1 IN WITNESS WHEREOF, the parties have executed this agreement as of the
2 day and year hereinabove setforth.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 BY Arthur W. Edwards
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

JUN 21 1978

7 ATTEST:

8 LAURENCE P. HENIGAN, CLERK

Micro Fiched

9
10 BY Pat E. Lucas
11 DEPUTY

12 (SEAL)

13 R. J. Hansen, Associates, Inc.

14
15 BY R.T. Peark
16 VICE-PRESIDENT

17
18
19
20
21
22
23 APPROVED AS TO FORM
24 CHARLES R. MACK
COUNTY COUNSEL

25 By Charles R. Mack
26 DEPUTY COUNTY COUNSEL

EXHIBIT "A"

Phase I - Administration. This brief phase is necessary for establishing lines of communication and identifying the Steering Committee members and the Project Coordinator. During this time, the contract is finalized, objectives (long-and short-range) are discussed, method of approach is approved and County standards are identified.

Phase II - Detailed Design. Following refinement of needs, the detailed design will be developed through close interaction with EYHS. The document will contain:

- + Form Samples -
- + Report layouts -
- + Record layouts -
- + Program Descriptions -
- + File Descriptions -

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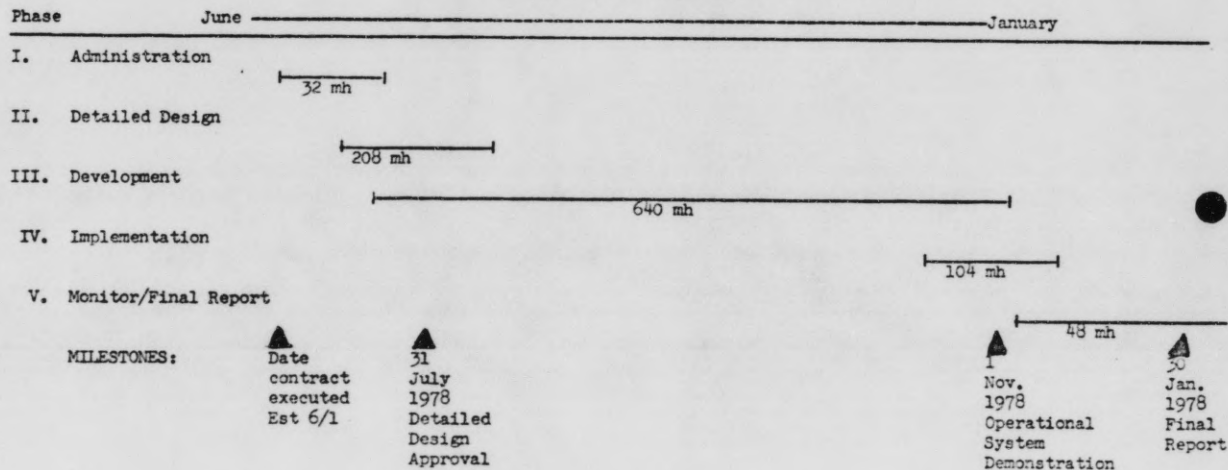
The detailed design will be presented to the Steering Committee for their review and approval. Once approval is obtained, the design will become fixed and will serve as the sole basis for development.

Phase III - Development. RJH will code, compile and test all programs in the system. During this phase, the user program and operations documentation will be prepared by Department of Health. Training will also be conducted. The Coordinator will assist in documentation, training and preparation of test input.

Phase IV - Implementation. With testing completed, July's production input will be entered into the system, processed, and compared with the manual controls and totals, to demonstrate system capabilities to the Steering Committee and to obtain approval. Once approved, the system will be placed in production status.

Phase V - Monitor/Final Report. The system will be monitored for a period of three months. During this time, any programming errors will be corrected and user staff usage of the system will be monitored. At the end of the phase, a Final Report will be presented, summarizing the project and the system, and identifying further enhancements to the system.

EXHIBIT "B"

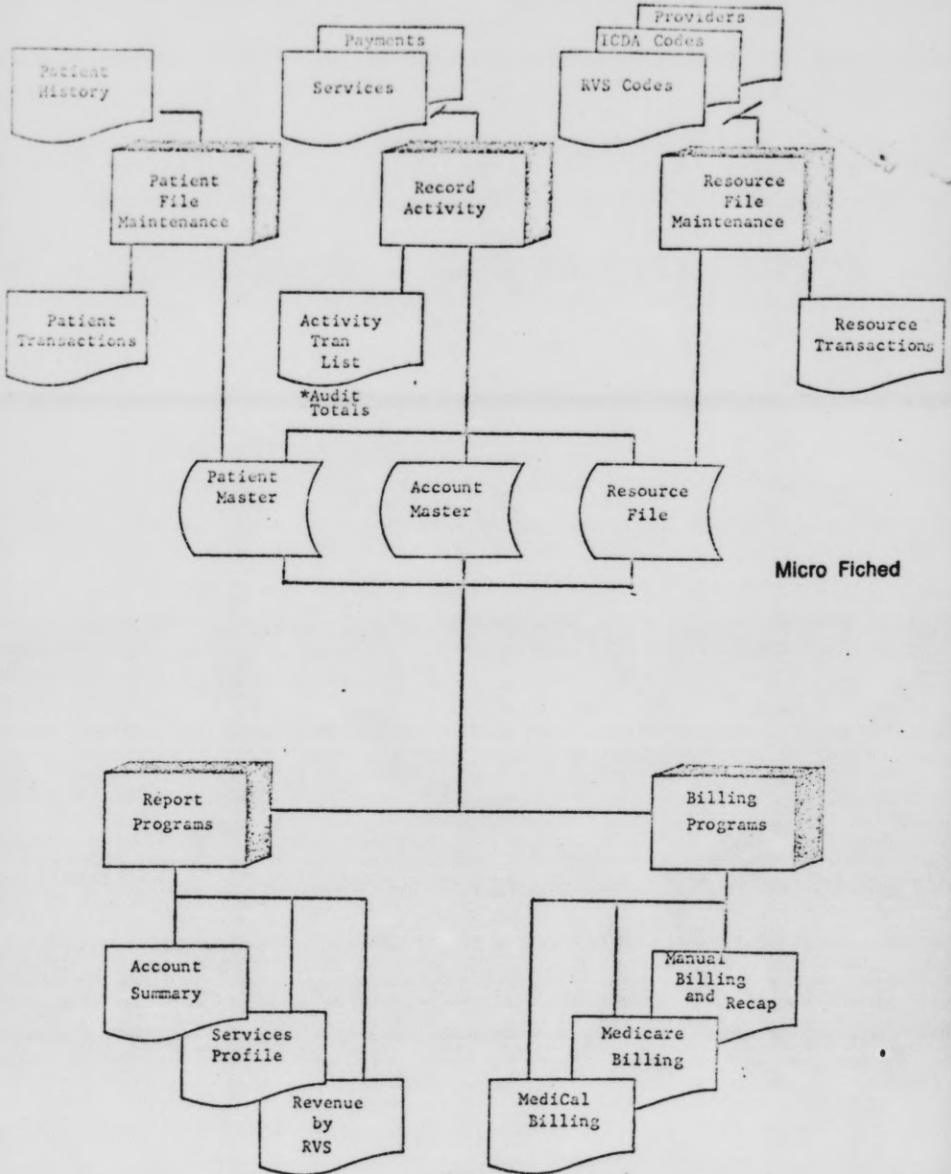
WORK PLAN AND SCHEDULE

Individual	Phase	I	II	III	IV	V	Total Man-Hours
PROJECT MANAGER		32	128	80	24	24	268
PROGRAMMER/ ANALYST		0	80	560	80	24	744
							<u>1032</u>

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EXHIBIT "C"

-Billing and Patient Information System-



ACCOUNT SUMMARY REPORT

The following information is available for production of an account summary report on a monthly basis. The actual report content, in terms of line details and summary data, will be finalized after the needs have been finalized.

- o Patient identifiers

- name
- address/phone (also emergency phone)
- sex
- age/date of birth
- social security, medical record, and insurance numbers
- marital status
- name of policy holder/relationship

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- o Treatment information

- date last visit
- visits last month
- visits year-to-date

- o Payment information

- date last billed
- insurance company billed
- service amount last month
- service amount year-to-date
- payment received/source
- amount outstanding
- 30/60/90/+ amount due

- o Summary data

- service amount last month
- visits last month
- total outstanding billing 30/60/90/+/total

EAST YOLO HEALTH SERVICES CENTER

DATE: 04/01/78

- REVENUE BY RVS CODE -

PAGE 1

RVS DESCRIPTION

	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>TOTAL</u>
30467 SKIN BIOPSY													
- DOLLARS	850	725	625	950	1,025	1,050	975	550	600	0	0	0	7,350
- VISITS	18	13	25	38	41	42	39	22	24	0		0	294
- UNITS	36	26	50	76	82	84	78	44	48	0	0	0	588
30510 SIGMOIDOSCOPY													
- DOLLARS	18	36	45	90	81	81	27	36	36	0	0	0	450
- VISITS	2	4	5	10	9	9	3	4	4	0	0	0	50
- UNITS	1	2	2.5	5	4.5	4.5	1.5	2	2	0	0	0	25
TOTAL ALL RVS CODES:													
- DOLLARS	968	761	670	1040	1106	1131	1002	586	636	0	0	0	7,800
- UNITS													

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EAST YOLO HEALTH SERVICES CENTER

DATE: 04/01/78

- SERVICES PROFILE REPORT -

PAGE: 1

	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>TOTAL</u>
* SERVICE DEPARTMENT SUMMARY *													
PRIMARY CARE													
- INDIVIDUALS	40	45	47	61	55	73	67	66	59	0	0	0	513
- ENCOUNTERS	68	62	57	84	73	81	74	84	73	0	0	0	646
In Clinic													
Out of Clinic													
PUBLIC HEALTH													
- INDIVIDUALS													
- ENCOUNTERS													
In Clinic													
Out of Clinic													
* PROVIDER SUMMARY *													
MEDICAL DOCTORS													
- ENCOUNTERS	112	104	116	156	147	159	172	131	105	0	0	0	
In Clinic													
Out of Clinic													
ALLIED HEALTH PROVIDER													
- ENCOUNTERS													
In Clinic													
Out of Clinic													
* PATIENT PROFILE *													
AGE GROUPS	1	1-4	5-12	13-17	18-20	21-34	35-44	45-64	64				TOTAL
MALE:	6	10	14	8	5	17	4	10	41				113
FEMALE:	11	4	2	6	11	10	14	32	61				151
* PROFILE OF CHARGES *													
MEDI-CAL													
- ENCOUNTERS	112	106	94	127	120	126	113	87	99	0	0	0	984
- CHARGES	1,814	1,946	1,644	1,902	1,706	1,500	1,233	1,300	1,690	0	0	0	14,735
MEDICARE													
- ENCOUNTERS													
- CHARGES													

(SAME FORMAT - 5 PAY CATEGORIES TOTAL)

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PK
 * WHITE - HEADQUARTERS
 * YELLOW - CONTRACTOR
 * GREEN - CONTROLLER
 * PINK - DISTRICT OFFICE
 * GOLDENROD - FIELDMAN
 * BLUE - CONTRACTOR'S FILE

STATE OF CALIFORNIA
 DEPARTMENT OF
 TRANSPORTATION

Sheet 1 of 2

Yol Var

YOLO COUNTY AGREEMENT NO. 78-182

No Federal Funds Involved

QUANTITY	CHARGE	FISCAL YEAR	EXP. AUTH.	SPECIAL DESIGNATION	ENCUMBRANCE DOCUMENT NUMBER	AMOUNT
03660	-----	79	5 05020	7452	030,232	6,300 00

ITEM	CHAPTER	STATUTES	FISCAL YEAR
			1979

Plenary by contract upon the work performed knowledge that designated funds are available for the work and purpose of the transportation.

SIGNATURE OF ACCOUNTING OFFICER: *Charles R. Mack* DATE: 6/19/78

SERVICE CONTRACT NO. 30232
 JUL 24 1978
 This number to be placed on all bills.
 Marysville CALIFORNIA
 June 19 19 78

Contractor's Name: COUNTY OF YOLO, c/o Herbert W. Chandler
 Address: P. O. Box 175
 Woodland, CA 95695
 Phone: 666-8263
 Micro Fiched

The Contractor hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Transportation in accordance with the provisions on BOTH SIDES of this form and on the attached sheets, if any, and he agrees to receive and accept as full compensation therefor the prices named herein.

To furnish labor, equipment and supplies required to control and/or eradicate Puncture Vine, Beardless Rye Grass, Johnson Grass, Russian Thistle, Russian Knapweed, Hoary Cress, Perennial Peppergrass, Poison Oak, Cockle Burr, Mexican Whorled Milk Weed, Woolley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle, and Jimson Weed on State highway rights of way in Yolo County for the period July 1, 1978 through June 30, 1979, as follows:

Route

- 128 Napa County Line to Winters
- 80 Solano County Line to Sacramento County Line
- 113 Solano County Line to Sutter County Line at Knights Landing

AMOUNT NOT TO EXCEED: \$6,300.00

THIS CONTRACT EXPIRES: June 30, 1979

(continued)

The said Department of Transportation hereby agrees to the terms as above set forth, and hereby agrees to pay the same; provided that by mutual consent this agreement may be modified and that the State reserves the right to terminate this agreement upon written notice to the Contractor.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF TRANSPORTATION

CONTRACTOR

By: *Charles R. Mack*
 District Maintenance Engineer

COUNTY OF YOLO

Approved by:

J. D. LOTHROP
 CONTRACT OFFICER

By: *Arthur J. Williams*
 CHAIRMAN, BOARD OF SUPERVISORS,
 COUNTY OF YOLO, STATE OF CALIFORNIA

Date: JUL 17 1978 APPROVED AS TO FORM

CHARLES R. MACK
 COUNTY COUNSEL

MAIL BILLS IN TRIPPLICATE TO:
 Department of Transportation
 P.O. Box 911, Marysville, CA 95901

FORM OE 1204 (11-77)
 EST. 4448 5491-500 8-77 24 BEST COPY

By: *McBry*
 DEPUTY COUNTY COUNSEL

(continued)

Route (ctd)

16	Colusa County Line to Sacramento County Line
45	Knights Landing to Colusa County Line
505	Solano County Line to Junction Route 5
84	Solano County Line to Junction Route 80
5	Between Sacramento County Line and Colusa County Line

Materials to be used and application rates are as follows:

2.4-D Amine	- 2 Qts. per acre	Ureabor	- 2 Lbs. per 100 sq. ft.
AT-90	- 1-2 Lbs. per acre	M.S.M.A.	- 2 Qts. per acre
Karmex	- 5 Lbs. per acre	Dowpon C	- 30 Lbs. per acre
Phytar	- 4 Qts. per acre	Ammate X	- 60 Lbs. per acre
Princep	- 5 Lbs. per acre	Surfactant	- 1 Pt. per acre
Krovar	- 5 Lbs. per acre	Roundup	- 4 Qts. per acre
Hyvar X	- 2-4 Lbs. per acre		

Puncture Vine shall be controlled by biological methods.

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No materials, other than those listed above, shall be used unless specific approval has been obtained from the State.

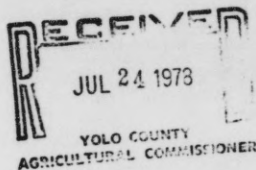
It is understood that control and/or eradication of the aforementioned noxious weeds will be undertaken on State highway rights of way only when similar action is being taken on the abutting properties and County roads.

It is further understood that the following rates for labor, equipment and supplies will apply.

Labor	- \$10.00 per hour
Equipment	- \$5.00 per hour
Supplies	- Cost plus sales tax, if such applies

The County of Yolo agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

In the event funds are not appropriated for this work, the contract shall be considered null and void.



FILED

JUN 27 1978

LAURENCE P. MENIGAN, Clerk

By *Robert A. Conroy*
DEPUTY

1 AGREEMENT NO. 78-183
2 (Agreement for Transportation Services)

3 THIS AGREEMENT made and entered into this 27th day of
4 June, 1978, by and between the County of Yolo, a political
5 subdivision of the State of California, hereinafter referred to as COUNTY,
6 and SERVICE, INCORPORATED, doing business as Sacramento Ambulance Service,
7 Inc., hereinafter referred to as CONTRACTOR.

8 WITNESSETH:

9 RECITALS:

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- 10 1. COUNTY desires to provide transportation services for certain patients
11 of its Mental Health Services, hereinafter referred to as SERVICE.
12 2. CONTRACTOR is licensed to operate ambulance service in this State and
13 meets or exceeds all operational, certification, licensing, equipment
14 and personnel requirements of the California Vehicle Code and Article 1
15 of Subchapter 5 of Title 13 of the California Administrative Code.
16 3. CONTRACTOR agrees to provide the services for COUNTY described herein
17 under the terms and conditions set forth in this Agreement.

18 AGREEMENTS:

- 19 1. Description of Service. The services to be performed by CONTRACTOR
20 shall include the following:
21 A. Transportation of SERVICE'S patients upon the oral or written
22 request of the Program Chief of SERVICE or his designee in accordance
23 with the description of SERVICES contained in Exhibit "A" attached
24 hereto and incorporated herein by reference thereto.
25 B. Maintenance of a current record of each call for which an ambulance
26 of CONTRACTOR is requested. Such record shall be maintained for a
27 period of not less than four (4) years, and shall be available at
28 all reasonable times for review by authorized representatives of
29 COUNTY. Such record shall include:
30 1) Date, time, and location of call and identity of person receiving
31 same for CONTRACTOR.
32 2) Identity of person requesting the service.

- 1 3) Identification of each ambulance driver and attendant dispatched.
2 4) If an ambulance is not dispatched as requested, the reason therefor.

3 2. Payment

- 4 A. CONTRACTOR shall be paid in accordance with bid, attached hereto as
5 Exhibit "B" and incorporated here in by reference thereto.
6 B. Said payment shall be made by COUNTY to CONTRACTOR monthly upon
7 submission of a claim to COUNTY countersigned and approved by the
8 Program Chief of SERVICE setting forth in detail a description of
9 the services rendered.

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- 10 3. Relationship of Parties. The relationship of COUNTY and CONTRACTOR is
11 and shall be construed to be that CONTRACTOR is an independent contractor
12 of COUNTY, and not an agent. At no time during the performance of this
13 Agreement is an employee agent or contractor of CONTRACTOR an employee,
14 agent or contractor of COUNTY, nor shall they be construed to be so.

15 4. Liability.

- 16 A. The services to be performed under this Agreement will be performed
17 entirely at CONTRACTOR'S risk, and CONTRACTOR assumes all responsibility
18 for the condition of tools and equipment used in the performance
19 of this Agreement.
20 B. CONTRACTOR shall purchase and maintain, for the duration of this
21 Agreement, public liability insurance in the amount of \$100,000
22 for each person, \$300,000 for each occurrence, and \$50,000 for
23 property damage, specifically designating COUNTY as an insured for
24 all purposes.
25 C. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless
26 from any and all claims, liability or loss arising in any way out of
27 the performance of this Agreement.

- 28 5. Amendments. The body of this Agreement, together with Exhibits attached
29 hereto, fully expresses all understandings of the parties concerning all
30 matters covered and shall constitute the total Agreement. No addition to,
31 or alternations of, the terms of this agreement, whether by written or
32 verbal understanding of the parties, their officers, agents or employees,

1 shall be valid unless made in the form of a written amendment to this
2 agreement or their successors in office.
3 6. Term. This Agreement shall commence on July 1, 1978, and shall terminate
4 on June 30, 1979. This Agreement may be terminated by either party upon
5 sixty (60) days written notice to the other of such intention.
6 7. Other Agreements. This Agreement shall supercede any and all prior agree-
7 ments heretofore entered into by the parties.
8 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
9 the day and year hereinabove set forth.

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COUNTY OF YOLO, a political subdivision
of the State of California

BY *Arthur H. Howard*
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY *John E. Lucas*
DEPUTY

(SEAL)

Art C. Watley
AMBULANCE SERVICE

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *Rosmblat*
DEPUTY COUNTY COUNSEL

INVITATION TO BID
THIS IS NOT AN ORDER

SUBMIT BID TO:
COUNTY OF YOLO
PURCHASING DEPARTMENT
P.O. BOX "G"
WOODLAND, CALIFORNIA 95695

June 15, 1978

BIDS WILL BE OPENED AT 11:00 A.M.

RETURN IN A SEALED ENVELOPE MARKED "BID" NO. 1-7879

Date 6/6/78 Page 1 of 3 Pages

READ INSTRUCTION ON BACK
BEFORE QUOTING

IF FURTHER INFORMATION
IS NEEDED, CALL 666-8208

VIRGINIA BOOTS

County Purchasing Agent

Asst. P.A.

XX

Chief Deputy Purchasing Agent

Buyer

Item No.	Quantity	Unit	DESCRIPTION Prices Must Be Quoted Separately on Each Item	Delivery in Days	Indicate Brand and Model No.	Unit Price	Extension
			The County of Yolo invites sealed bids for Medical Transportation and Non-Medical Transportation for the period of July 1, 1978 through June 30, 1979 as described below:				
1.			Medical Transportation		Vehicles		
			a. Ambulance and Paramedic	-	2 each 1976 Dodge American Coach Ambulances		
			b. Paramedic and Non-Ambulance Vehicle (Specify type of vehicle)	-	2 each 1977 Dodge American Coach Ambulances		
				-	1 each 1970 VW 7 Passenger Bus		
2.			Non-Medical Transportation	-	1 each 1978 Ford 7 Pass Bus		
			a. With Emergency Medical Technician not fully trained as a Paramedic				
			You should be aware that most of our referrals are in Category 2 with some in Category 1 (b). It is rare that we would require an ambulance.		Rates		
					Medical Transport-Ambulance		
					\$40 Base		
					\$1.60 per mile		
					\$5.00 Oxygen		
					\$25.00 Cancelled Call		
					Non-Medical (Category 2)		
					\$15.00 Base		
					40¢ per mile each way		

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BUDGETED AND

ESTIMATED DOLLAR

VALUE OF THIS CONTRACT

BASED ON PAST YEAR

USAGE AND THESE

RATES IS \$15,700

(ACCT 2425)

The undersigned offers and agrees to furnish the above articles and/or services at the price and terms stated subject to the instructions and conditions on reverse side hereof.

FIRM Sacramento Ambulance Service, Inc.

BY Chot C. Watley

ADDRESS P.O. Box 161238, Sacramento, CA 95816

DATE 6/14/78

TELEPHONE NO. (916) 437-5713

"EXHIBIT B"

Prices are F.O.B. delivered to the County of

Yolo (unless stated otherwise below)

Subject to Cash Discount

of _____ % in _____ days